

WINSTON & STRAWN

SUITE 5000

ONE FIRST NATIONAL PLAZA

CHICAGO, ILLINOIS 60603

(312) 558-5600

TWX 910-221-5467

TELECOPIER (312) 558-5683

FREDERICK H. WINSTON (1853-1886)
SILAS H. STRAWN (1891-1946)

WASHINGTON, D. C. OFFICE
2550 M STREET, N. W.
WASHINGTON, D. C. 20037
(202) 828-8400

PHOENIX OFFICE
3101 NORTH CENTRAL AVENUE
1500 SOUTHWEST FINANCIAL PLAZA
PHOENIX, ARIZONA 85012
(602) 277-1776

September 30, 1986

RECORDATION NO. 15063 Filed & Recorded No. 6-280A022

Honorable Noreta R. McGee
Secretary

Interstate Commerce Commission
Washington, D.C. 20423

OCT 7 1986 11-45 AM

Date OCT 7 1986

INTERSTATE COMMERCE COMMISSION

Fee \$ 12.00

ICC Washington, D. C.

Dear Ms. McGee:

New Number
On behalf of Heller Financial, Inc., I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, an enclosed Security Agreement entered into as of September 30, 1986, which is a primary document not previously filed.

The parties to the enclosed document are:

Itel Rail Corporation - Mortgagor
55 Francisco Street
San Francisco, California 94133

Heller Financial, Inc. - Mortgagee
105 West Adams Street
Chicago, Illinois 60603

The said document covers and grants to Heller Financial, Inc. a continuing security interest in the units of rolling stock identified on Schedule A thereto and all units of rolling stock hereafter acquired by Itel Rail Corporation, excluding any units of rolling stock hereafter acquired by Itel Rail Corporation and identified on any supplement to the Security Agreement as being excluded from the terms thereof.

A short summary of the document to appear in the Index is as follows:

OCT 7 11 39 AM '86
RECEIVED
FBI
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

Q. B. Harrison

WINSTON & STRAWN

SUITE 2000

ONE FIRST NATIONAL PLAZA

CHICAGO, ILLINOIS 60603

(312) 584-8800

TWX 910 331 0467

TELECOPIER (312) 583-8883

WASHINGTON, D.C. OFFICE

2500 M STREET, N.W.

WASHINGTON, D.C. 20037

(202) 582-8400

PHOENIX OFFICE

3101 NORTH CENTRAL AVENUE

PHOENIX, ARIZONA 85012

(602) 527-0700

FREDERICK H. WINSTON (1953-1988)

SLAS H. STRAWN (1931-1988)

NOTED FOR DELETION

RECEIVED

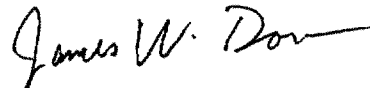
Honorable Noreta R. McGee
Interstate Commerce Commission
September 30, 1986
Page Two

"Covers all units of rolling stock identified on Schedule A to the Security Agreement and all units of rolling stock hereafter acquired by Itel Rail Corporation, excluding any units of rolling stock hereafter acquired by Itel Rail Corporation and identified on any supplement to the Security Agreement as being excluded from the terms thereof."

Enclosed is our check in the amount of ten dollars (\$10.00) in payment of the filing fee.

Once this filing has been made, please return to bearer the stamped counterparts of the document not needed for your files, together with the fee receipt, and the letter from the ICC acknowledging the filing.

Very truly yours,



James W. Doran
Attorney for
Heller Financial, Inc.
for the purpose of this filing

Interstate Commerce Commission
Washington, D.C. 20423

10/7/86

OFFICE OF THE SECRETARY

James W. Doran, Atty.
Winston & Strawn
Suite 5000
One First National Plaza
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/7/86 at 11:45am, and assigned re-recording number(s) 15063 & 15064

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

SECURITY AGREEMENT

OCT 7 1986 11:45 AM

THIS SECURITY AGREEMENT dated as of September 30, 1986, between ITEL RAIL CORPORATION, a Delaware corporation (the "Borrower"), and HELLER FINANCIAL, INC., a Delaware corporation (the "Secured Party").

WITNESSETH:

WHEREAS, the Secured Party has entered into a Loan and Security Agreement (hereinafter called the "Loan Agreement") of even date herewith with the Borrower, pursuant to which the Secured Party has agreed to lend to the Borrower, subject to the terms and conditions of the Loan Agreement, up to Eighty Million Dollars (\$80,000,000) (the "Total Facility"); and

WHEREAS, the Total Facility is in the form of (i) a revolving loan in an amount not to exceed Fifteen Million Dollars (\$15,000,000) (the "Revolving Loan") and (ii) a term loan in an amount not to exceed Seventy Million Dollars (\$70,000,000) (the "Term Loan"); and

WHEREAS, the parties have agreed that the Borrower shall convey, warrant, mortgage, assign, pledge, deposit and grant the Secured Party a security interest in the units of rolling stock described below, together with other collateral, to secure the Borrower's "Obligations" (as defined in the Loan Agreement and including, without limitation, borrowings under the Revolving Loan and the Term Loan);

NOW, THEREFORE, in consideration of the premises and agreements hereinafter contained and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

I. GRANTING CLAUSE

1.1. Granting Clause. As security for the due and punctual payment of the Obligations, including the performance and observance by the Borrower of its covenants for the benefit of the Secured Party contained herein, the Borrower does hereby convey, warrant, mortgage, assign, pledge, deposit and grant a security interest in and confirm unto the Secured Party, and to its successors and assigns, the following described property (herein being called "Collateral"):

(a) all the Borrower's estate, right, title and interest in and to the units of rolling stock described on Schedule A hereto and all units of rolling stock hereafter acquired by the Borrower, (collectively, the "Units"), together with all proceeds and products thereof, but excluding any Units (and the proceeds or products thereof) hereafter acquired by the Borrower and identified on any supplement

or supplements hereto as being excluded from the terms hereof; and

(b) all the Borrower's estate, right, title and interest in and to all accessories, equipment, parts, appurtenances and other items of tangible personal property of any kind (and all proceeds thereof) acquired by the Borrower in connection with its acquisition of the Units, whether acquired by the Borrower at the time of its acquisition of the Units, or thereafter acquired, and whether located on the Units or elsewhere, including all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Units, together with all rents, issues, income and profits therefrom, but excluding such of the foregoing to the extent that they are attached to or a part of any Units or constitute the proceeds or products of any Units hereafter acquired by the Borrower and identified on any supplement or supplements hereto as being excluded from the terms hereof.

II. COVENANTS AND AGREEMENTS BY THE BORROWER

2.1. Encumbrances. The Borrower will not create, incur, assume or suffer to exist any security interest, mortgage, pledge, lien or other encumbrance of any nature whatsoever on any Unit other than as permitted by the terms of subsection 8.1 of the Loan Agreement.

2.2. Further Assurances. At any time or times hereafter at the request of the Secured Party, the Borrower shall execute and deliver all financing statements, security agreements, amendments thereto, or other documents (and pay the cost of filing or recording the same in all public offices deemed necessary by the Secured Party), as the Secured Party may request, in a form satisfactory to the Secured Party, to perfect and maintain the security interests in the Collateral granted by the Borrower to the Secured Party or to otherwise protect and preserve the Collateral and the Secured Party's security interest therein or to enforce the Secured Party's security interests in the Collateral. Should the Borrower fail to do so, the Secured Party is authorized to sign any such documents as the Borrower's agent. The Borrower shall make appropriate entries upon its books and records disclosing the Secured Party's liens and security interests in the Collateral. The Borrower shall not remark any Unit with new or different identification numbers or otherwise alter any Unit in a manner such that the description of such Unit contained in Exhibit A hereto would become inaccurate, except for remarking performed in the ordinary and regular course of the Borrower's business; provided, that with respect to remarking performed in the ordinary and regular course of the Borrower's business, the Borrower shall identify to the Secured Party those items of Rolling Stock which are or have been remarked together with the new identification numbers for such Units on a monthly basis upon the Borrower obtaining knowledge of the foregoing but in no event later than the date which is substantially contemporaneous with the

completion of the remarking of any group of Units, and the Borrower shall at such times cause Exhibit A hereto to be amended to reflect such remarking.

III. POSSESSION, USE AND RELEASE OF COLLATERAL

3.1. Possession of Collateral. So long as no event of default shall have occurred and be continuing as defined herein, the Borrower shall be entitled to the possession and use of the Units.

3.2. Transfers Prohibited. Except as permitted by the Loan Agreement, the Borrower will not sell, assign or transfer its rights under this Agreement or sell, assign or transfer any Unit or transfer the right to possession of any Unit, except for operating leases and subleases entered into in the ordinary and regular course of the Borrower's business.

IV. EVENTS OF DEFAULT AND REMEDIES

4.1. Events of Default. Any one or more of the following events shall constitute an event of default hereunder:

(a) the Borrower fails to pay any Obligation under the Loan Agreement which constitutes a principal payment when such principal payment is due or is declared due or the Borrower fails to pay any Obligation which constitutes a scheduled interest or annual service fee payment under the Loan Agreement within five (5) days following the date on which such scheduled interest or annual service fee payment is due or the Borrower fails to pay any other Obligation under the Loan Agreement within five (5) days following written notice by the Secured Party to the Borrower that such Obligation is past due;

(b) the Borrower fails or neglects to perform, keep or observe any of the covenants or agreements contained herein for a period of ten (10) days or more following written notice of such failure by the Secured Party to the Borrower; or

(c) any other "Event of Default" (as defined in the Loan Agreement) shall occur.

4.2 Remedies Upon the occurrence of an event of default and acceleration or demand for payment in full of the Obligations:

(a) The Secured Party shall have, in addition to any other rights and remedies contained in this Security Agreement or in the Loan Agreement, all of the rights and remedies of a secured party under the Uniform Commercial Code of Illinois or other applicable laws, all of which rights and remedies shall be cumulative and non-exclusive, to the extent permitted by law. In addition to all such rights and remedies, the sale, lease or other disposition of the Collateral, or any part thereof, by the Secured Party after an event of default and acceleration of demand for

payment in full of the Obligations, may be for cash, credit or any combination thereof, and the Secured Party may purchase all or any part of the Collateral at public or, if permitted by law, private sale, and in lieu of actual payment of such purchase price, may set-off the amount of such purchase price against the Obligations then owing. Any sales of the Collateral may be adjourned from time to time with out notice. The Secured Party may, in its sole discretion, cause the Collateral to remain on the Borrower's premises or otherwise or to be removed and stored at premises owned by other Persons, at the Borrower's expense, pending sale or other disposition of the Collateral. The Secured Party shall have the right to conduct such sales on the Borrower's premises, at the Borrower's expense, or elsewhere, on such occasion or occasions as the Secured Party may see fit.

(b) The Secured Party shall have the right to enter upon the premises of the Borrower where the Collateral is located (or is believed to be located) without any obligation to pay rent to the Borrower, or any other place or places where the Collateral is believed to be located and kept, to render the Collateral usable or salable, to remove the Collateral therefrom to the premises of the Secured Party or any agent of the Secured Party for such time as the Secured Party may desire in order effectively to collect or liquidate the Collateral, and/or to require the Borrower to assemble the Collateral and make it available to the Secured Party at a place or places to be designated by the Secured Party.

(c) The Secured Party shall have the right to take possession of the Borrower's original books and records, to obtain access to Borrower's data processing equipment, computer hardware and software relating to the Collateral and to use all of the foregoing and the information contained therein in any manner the Secured Party deems appropriate; and the Secured Party shall have the right to notify postal authorities to change the address for delivery of the Borrower's mail to an address designated by the Secured Party and to receive, open and dispose of all mail addressed to the Borrower (other than mail from the Borrower's counsel and clearly marked as such).

4.3 Sale or Other Disposition of Collateral by the Secured Party. In connection with any the enforcement of any remedies referred to herein, any notice required to be given by the Secured Party of a sale, lease or other disposition or other intended action by the Secured Party with respect to any of the Collateral which is deposited in the United States mails, registered or certified and duly addressed to the Borrower at the address specified in subsection 5.6 below, at least ten (10) business days prior to such proposed action, shall constitute fair and reasonable notice to the Borrower of any such action. The net proceeds realized by the Secured Party upon any such sale or other disposition, after deduction for the expenses of retaking, holding, storing, transporting, preparing for sale, selling or otherwise disposing of the Collateral incurred by the Secured Party in connection therewith, shall be applied as provided in the

Loan Agreement toward satisfaction of the Obligations including, without limitation, the Obligations described in subsections 2.11 and 10.2 of the Loan Agreement. The Secured Party shall account to the Borrower for any surplus realized upon such sale or other disposition, and the Borrower shall remain liable for any deficiency. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for any deficiency shall not affect the Secured Party's security interests in the Collateral until the Obligations are fully paid. The Borrower agrees that the Secured Party has no obligation to preserve rights to the Collateral against any other parties. The Secured Party is hereby granted a license or other right to use, without charge, (following the occurrence of an event of default and acceleration or demand for payment in full of the Obligations) the Borrower's labels, "General Intangibles," "Intellectual Property," "Equipment," "Real Estate," (as such terms are defined in the Loan Agreement) patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in the leasing of, advertising for sale or lease and selling or leasing of any Collateral, and the Borrower's rights under all licenses, leases and franchise agreements shall inure to the Secured Party's benefit until all Obligations are paid in full.

4.4 Waiver of Demand. DEMAND, PRESENTMENT, PROTEST AND NOTICE OF DEMAND, PRESENTMENT, PROTEST AND NONPAYMENT ARE HEREBY WAIVED BY THE BORROWER. THE BORROWER ALSO WAIVES THE BENEFIT OF ALL VALUATION, APPRAISAL AND EXEMPTION LAWS.

4.5 Waiver of Notice. IN THE EVENT OF THE OCCURRENCE OF AN EVENT OF A DEFAULT, THE BORROWER HEREBY WAIVES ALL RIGHTS TO NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE SECURED PARTY OF ITS RIGHTS TO REPOSSESS THE COLLATERAL WITHOUT JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL WITHOUT PRIOR NOTICE OR HEARING. THE BORROWER ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY COUNSEL OF ITS CHOICE WITH RESPECT TO THIS TRANSACTION AND THIS AGREEMENT.

4.6 Waiver. The Secured Party's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Security Agreement or the Loan Agreement shall not waive, affect or diminish any right of the Secured Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver by the Secured Party of a default or an event of default under the Loan Agreement or this Security Agreement shall not suspend, waive or affect any other event of default under the Loan Agreement or this Security Agreement, whether the same is prior or subsequent thereto and whether of the same or of a different kind or character. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in the Loan Agreement or this Security Agreement and no event of default by the Borrower thereunder or hereunder shall be deemed to have been suspended or waived by the Secured Party unless such suspension or waiver is in

writing and signed by an officer of the Secured Party, and directed to the Borrower specifying such suspension or waiver. Neither the Loan Agreement nor this Security Agreement may be modified or amended except in a written agreement signed by the Borrower and the Secured Party.

4.7. Effect of Sale. Any sale, except a sale to an affiliate of the Secured Party, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Borrower in and to the property sold, shall be a perpetual bar, both at law and in equity, against the Borrower, its successors and assigns, and against any and all persons claiming the property sold or any part thereof under, by or through the Borrower, its successors or assigns.

4.8. Discontinuance of Remedies. In case the Secured Party shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case the Borrower and the Secured Party shall be restored to their former positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

V. MISCELLANEOUS

5.1. Filing. The Borrower will cause this Agreement, any assignments hereof and any amendments or supplements hereto or thereto to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303; and the Borrower will from time to time perform any other act and will execute, acknowledge, deliver and file any and all further instruments required by law and requested by the Secured Party for the purpose of protection, to the satisfaction of counsel for the Secured Party, of its rights in the Units and its rights under this Security Agreement or for the purpose of carrying out the intention of this Security Agreement; and the Borrower will promptly furnish to the Secured Party certificates or other evidence of such filing satisfactory to the Secured Party.

5.2. Incorporation by Reference of Loan Agreement. The Loan Agreement is attached hereto as Schedule B and incorporated herein by reference. In the event any term or condition hereof is inconsistent with any term or condition contained in the Loan Agreement, such term or condition contained in the Loan Agreement shall be deemed controlling.

5.3. Governing Law. This Security Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Illinois.

5.4. Severability of Invalid Provisions. Any provision of this Security Agreement which is prohibited or unenforceable in

any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5.5. Counterpart Execution. This instrument and any amendment or supplement to this instrument may be executed in any number of counterparts and by the different parties hereto and thereto on separate counterparts, each of which, when so executed, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by, the Borrower and the Secured Party.

5.6. Notices. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered three (3) days after deposit in the United States mail, with proper postage prepaid, or upon delivery by courier or upon transmission by telex, telecopy or similar electronic medium to the following addresses:

- (i) (a) If to the Secured Party prior to December 31, 1986, at:

Heller Financial, Inc.
105 W. Adams Street
Chicago, Illinois 60603

Attn: Division President, Central Division,
Commercial Financial Services Group.

- (b) If to the Secured Party after December 31, 1986:

Heller Financial, Inc.
200 N. LaSalle Street
Chicago, Illinois 60601

Attn: Division President, Central Division,
Commercial Financial Services Group.

- (ii) If to the Borrower, at:

Itel Rail Corporation
55 Francisco Street
San Francisco, California 94133

Attn: President

or to such other address as each party designates to the other in the manner herein prescribed.

5.7. Amendments. This Security Agreement may, from time to time and at any time, be amended or supplemented by an instrument or instruments, in writing, executed by the parties hereto.

5.8. Release. The Secured Party shall, upon request of the Borrower, release this Security Agreement and the security interest granted hereby by proper instrument or instruments upon full and final payment of all of the Obligations or make partial releases pursuant to subsection 5.4 of the Loan Agreement.

5.9. Successors and Assigns. This Security Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

5.10. Headings. Any headings or captions preceding the text of the several Sections hereof are intended solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the Borrower and the Secured Party have each caused this instrument to be duly executed by their respective officers thereunto duly authorized, all as of the date first set forth above.

[Seal]
Attest:

By: Hound S. Chh
Title: Asst. Secy

ITEL RAIL CORPORATION

By: [Signature]
Title: President.

[Seal]
Attest:

By: [Signature]
Title: _____

HELLER FINANCIAL, INC.

By: [Signature]
Title: Asst. Vice Pres.

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO

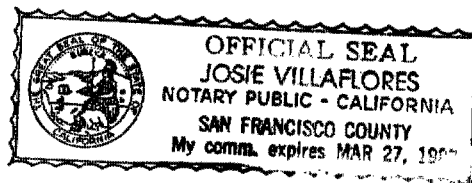
On this 29th day of September 1986, before me personally appeared Desmond P. Hayes, to me personally known, who, being by me duly sworn, says that he is a President of ITEL RAIL CORPORATION, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO

Josie Villaflores
Notary Public

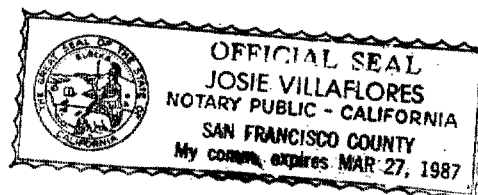


On this 29th day of September 1986, before me personally appeared Howard E. Lesson, to me personally known, who, being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT of HELLER FINANCIAL, INC., a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

Josie Villaflores
Notary Public



SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
AHW 2000	60	XM	Itel -
AHW 2002			
AHW 2007			
AHW 2011-2012			
AHW 2016-2023			
AHW 2025-2026			
AHW 2030-2031			
AHW 2033			
AHW 2037			
AHW 2039			
AHW 2041-2043			
AHW 2045-2047			
AHW 2049			
AHW 2051-2053			
AHW 2055-2056			
AHW 2061-2063			
AHW 2065-2070			
AHW 2072			
AHW 2075-2076			
AHW 2079-2084			
AHW 2086			
AHW 2088			
AHW 2090-2092			
AHW 2094-2096			
AHW 2098-2099			
<hr/>			
AHW 4006-4007	45	XM	1978 Series 2
AHW 4015-4020			
AHW 4022-4023			
AHW 4025-4026			
AHW 4029-4032			
AHW 4035			
AHW 4038-4040			
AHW 4043			
AHW 4045-4046			
AHW 4048			
AHW 4050-4051			
AHW 4054-4055			
AHW 4057			
AHW 4060			
AHW 4062-4063			
AHW 4068-4069			
AHW 4071-4075			
AHW 4079			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
AHW 4081			
AHW 4085			
AHW 4091			
AHW 4094			
AHW 4098			
AHW 5000-5010	11	XM	Itel
AHW 105525	1	FC	1978 Series 3
ALM 1150-1159	87	XM	1978 Series 4
ALM 1161-1163			
ALM 1165-1187			
ALM 1189-1220			
ALM 1223-1227			
ALM 1229			
ALM 1231-1249			
ALM 1250-1278	29	XM	1978 Series 3
ALM 1500-1575	98	XM	1978 Series 2
ALM 1577			
ALM 1579-1599			
ALM 1600-1624	25	XM	1978 Series 3
AN 2001-2050	50	XM	1977 Series 2
AN 2051-2061	49	XM	1976 Series 1
AN 2063-2100			
AN 2101	1	XM	1978 Series 2
AN 2102-2150	49	XM	1976 Series 1
AN 2151-2201	51	XM	1977 Series 1
AN 5200-5204	192	XM	1978 Series 1
AN 5206-5260			
AN 5262-5272			
AN 5274-5293			
AN 5295-5296			
AN 5298-5319			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
AN 5321-5329			
AN 5331-5376			
AN 5378-5399			
AN 5550-5599	50	XM	1978 Series 2
AN 5600-5648	199	XM	1978 Series 3
AN 5650-5799			
AN 5800-5814	15	XM	1978 Series 3
ASAB 7200-7230	97	XM	1978 Series 2
ASAB 7232-7259			
ASAB 7261-7282			
ASAB 7284-7299			
ASAB 8102	48	XM	1978 Series 4
ASAB 8109			
ASAB 8114-8115			
ASAB 8142-8144			
ASAB 8150-8153			
ASAB 8155-8157			
ASAB 8159-8168			
ASAB 8170-8174			
ASAB 8176			
ASAB 8178-8179			
ASAB 8182-8184			
ASAB 8186-8188			
ASAB 8190			
ASAB 8192-8201			
BAR 9700-9718	114	XM	1978 Series 3
BAR 9794-9888			
BAR 9719-9720	75	XM	1978 Series 4
BAR 9724			
BAR 9726			
BAR 9728			
BAR 9733-9735			
BAR 9739			
BAR 9746-9747			
BAR 9749			
BAR 9752			
BAR 9754			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
BAR 9756-9759			-
BAR 9764-9765			
BAR 9767			
BAR 9771			
BAR 9774			
BAR 9778-9779			
BAR 9781-9782			
BAR 9784			
BAR 9721-9723			
BAR 9725			
BAR 9727			
BAR 9729-9732			
BAR 9736-9738			
BAR 9740-9745			
BAR 9748			
BAR 9750-9751			
BAR 9753			
BAR 9755			
BAR 9760-9763			
BAR 9766			
BAR 9768-9770			
BAR 9772-9773			
BAR 9775-9777			
BAR 9780			
BAR 9783			
BAR 9785-9793			
<hr/>			
BN 377000-377119	123	XM	1978 Series 3
BN 377121-377123			
<hr/>			
BN 377124-377142	98	XM	Itel
BN 377144-377222			
<hr/>			
BN 377300-377399	100	XM	1978 Series 2
<hr/>			
CAD 1001-1002	46	XM	1977 Series 1
CAD 1005			
CAD 1007-1008			
CAD 1013-1014			
CAD 1016-1019			
CAD 1024			
CAD 1030-1033			
CAD 1035			
CAD 1043-1045			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
CAD 1048-1049			
CAD 1051			
CAD 1055			
CAD 1057-1060			
CAD 1063			
CAD 1065-1069			
CAD 1075-1078			
CAD 1080			
CAD 1083-1084			
CAD 1086			
CAD 1088			
CAD 1092-1094			
<hr/>			
CCR 6000-6049	50	XM	1978 Series 2
<hr/>			
CCR 6390-6399	10	XM	1978 Series 2
<hr/>			
CCR 6400-6499	100	XM	Itel
<hr/>			
CCR 6650-6805	56	XM	1978 Series 3
<hr/>			
CLP 3104-3105	39	XM	1978 Series 2
CLP 3108-3109			
CLP 3112			
CLP 3114			
CLP 3116			
CLP 3119			
CLP 3122			
CLP 3130-3132			
CLP 3134-3135			
CLP 3141			
CLP 3145-3146			
CLP 3151-3152			
CLP 3154-3155			
CLP 3158			
CLP 3160-3161			
CLP 3163-3164			
CLP 3170			
CLP 3173			
CLP 3175			
CLP 3178-3181			
CLP 3185-3186			
CLP 3191			
CLP 3195			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
CLP 3197-3198			-
COER 1400-1424	25	XM	1978 Series 2
COER 100000-100030	31	FC	1978 Series 3
COER 100050-100099	50	FC	Itel
COER 250004	19	FC	1978 Series 3
COER 250008			
COER 250011			
COER 250017			
COER 250019			
COER 250022			
COER 250027			
COER 250032-250035			
COER 250037			
COER 250039			
COER 250044			
COER 250052			
COER 250054-250055			
COER 250063			
COER 250065			
COER 250067			
COER 250073-250074			
COP 7001-7003	78	XM	1977 Series 2
COP 7013			
COP 7019-7020			
COP 7027			
COP 7030			
COP 7042-7043			
COP 7048			
COP 7051			
COP 7055			
COP 7057			
COP 7060-7062			
COP 7067-7068			
COP 7070-7071			
COP 7073-7074			
COP 7076			
COP 7079-7081			
COP 7083			
COP 7085-7087			

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
COP 7089			-
COP 7092-7093			
COP 7095			
COP 7099			
COP 7101-7102			
COP 7104			
COP 7106			
COP 7111			
COP 7122-7125			
COP 7127-7130			
COP 7132			
COP 7135			
COP 7137-7139			
COP 7143			
COP 7145-7146			
COP 7148			
COP 7151-7157			
COP 7159-7160			
COP 7167-7168			
COP 7177-7178			
COP 7181			
COP 7183-7184			
COP 7193-7194			
COP 7199-7200			
<hr/>			
COP 7204-7205	70	XM	1978 Series 2
COP 7208			
COP 7213			
COP 7215			
COP 7218			
COP 7220-7221			
COP 7224-7225			
COP 7228			
COP 7232			
COP 7235			
COP 7241			
COP 7245			
COP 7247			
COP 7250			
COP 7252			
COP 7257-7258			
COP 7260			
COP 7265			
COP 7268-7269			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
COP 7272			
COP 7274			
COP 7277-7279			
COP 7285-7286			
COP 7290			
COP 7293			
COP 7295			
COP 7297			
COP 7299-7300			
COP 7303			
COP 7308-7309			
COP 7311			
COP 7314			
COP 7317			
COP 7319			
COP 7327			
COP 7329			
COP 7335			
COP 7338			
COP 7341-7342			
COP 7344			
COP 7346			
COP 7349			
COP 7351			
COP 7353			
COP 7359			
COP 7365			
COP 7367			
COP 7369			
COP 7371			
COP 7375-7376			
COP 7382			
COP 7384-7387			
COP 7389			
COP 7392			
COP 7400			
<hr/>			
DTI 90000-90063	233	FC	1978 Series 3
DTI 90065-90165			
DTI 90167-90234			
<hr/>			
EACH 2162-2200	201	XM	1978 Series 3
EACH 2358			
EACH 2360			

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Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
EACH 2363-2366			-
EACH 2370			
EACH 2372			
EACH 2375			
EACH 2379			
EACH 2389-2395			
EACH 2398-2399			
EACH 2401			
EACH 2407			
EACH 2415-2418			
EACH 2424			
EACH 2428			
EACH 2436-2437			
EACH 2440			
EACH 2448			
EACH 2454			
EACH 2456			
EACH 2459			
EACH 2461-2462			
EACH 2465			
EACH 2472			
EACH 2474-2475			
EACH 2477			
EACH 2480			
EACH 2483-2484			
EACH 2487-2488			
EACH 2497-2498			
EACH 2500			
EACH 4001-4005			
EACH 4007-4066			
EACH 4068-4071			
EACH 4073			
EACH 4075-4077			
EACH 4079-4085			
EACH 4087-4104			
EACH 4106-4150			
<hr/>			
EACH 4182-4183	40	XM	Itel
EACH 4186			
EACH 4188-4189			
EACH 4191			
EACH 4194			
EACH 4199			
EACH 4202-4207			

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
EACH 4209-4215			
EACH 4217-4218			
EACH 4120-4121			
EACH 4223			
EACH 4228-4229			
EACH 4232			
EACH 4234			
EACH 4236-4238			
EACH 4242-4243			
EACH 4245-4247			
EACH 4249-4250			
ELS 9000-9006	49	XM	1976 Series 1
ELS 9008-9049			
GBW 5500-5534	35	GON	Itel
GBW 7000-7049	50	XM	1978 Series 3
GBW 8052-8197	146	XM	1978 Series 2
GBW 8302-8303	134	XM	1978 Series 3
GBW 8306			
GBW 8317			
GBW 8319			
GBW 8323-8324			
GBW 8330-8331			
GBW 8333-8334			
GBW 8337			
GBW 8343-8344			
GBW 8346			
GBW 8348			
GBW 8353			
GBW 8357			
GBW 8362			
GBW 8364-8366			
GBW 8373-8374			
GBW 8377			
GBW 8379			
GBW 8385			
GBW 8389			
GBW 8392			
GBW 8395			
GBW 8399			

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
GBW 8402			-
GBW 8413			
GBW 8419			
GBW 10000-10099			
GMRC 750-771	48	XM	1978 Series 2
GMRC 773-794			
GMRC 796-799			
GMRC 40401-40439	40	XM	1978 Series 3
GRN 8000-8049	50	XM	1976 Series 1
GRN 8050-8057	48	XM	1978 Series 4
GRN 8059-8084			
GRN 8086-8099			
GRN 8100-8149	50	XM	Itel
GTW 148000-148199	200	GON	Itel
HS 2001	23	XM	Itel
HS 2003-2005			
HS 2008-2010			
HS 2014-2015			
HS 2029			
HS 2032			
HS 2036			
HS 2038			
HS 2048			
HS 2054			
HS 2057			
HS 2060			
HS 2071			
HS 2074			
HS 2078			
HS 2085			
HS 2089			
HS 2093			
HS 4001	27	XM	1978 Series 2
HS 4003			
HS 4005			
HS 4008-4012			

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Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
HS 4033-4034			-
HS 4036			
HS 4044			
HS 4052-4053			
HS 4056			
HS 4061			
HS 4070			
HS 4076			
HS 4078			
HS 4082			
HS 4088-4090			
HS 4092-4093			
HS 4095			
HS 4099			
HS 60001-60006	123	XM	Itel
HS 60008-60009			
HS 60011-60014			
HS 60017-60038			
HS 60040-60043			
HS 60045-60052			
HS 60054-60063			
HS 60065-60084			
HS 60087-60109			
HS 60111-60118			
HS 60120-60123			
HS 60125-60130			
HS 60300-60305			
HS 70101-70200	100	XM	1978 Series 2
IAIS 4000-4014	15	XM	Itel
IAIS 902100-902124	25	FC	1978 Series 3
KCS 755001	47	XM	1978 Series 2
KCS 755010			
KCS 755028			
KCS 755036			
KCS 755044			
KCS 755052			
KCS 755061			
KCS 755079			
KCS 755087			

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
KCS 755095			-
KCS 755109			
KCS 755117			
KCS 755125			
KCS 755133			
KCS 755141			
KCS 755150			
KCS 755168			
KCS 755176			
KCS 755184			
KCS 755192			
KCS 755206			
KCS 755214			
KCS 755222			
KCS 755231			
KCS 755249			
KCS 755257			
KCS 755265			
KCS 755273			
KCS 755281			
KCS 755290			
KCS 755303			
KCS 755311			
KCS 755320			
KCS 755338			
KCS 755346			
KCS 755354			
KCS 755362			
KCS 755371			
KCS 755389			
KCS 755397			
KCS 755401			
KCS 755419			
KCS 755427			
KCS 755435			
KCS 755443			
KCS 755451			
KCS 755460			
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KCS 755478	2	XM	1978 Series 4
KCS 755486			
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KCS 755494	51	XM	Itel
KCS 755508			

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
KCS 755516			-
KCS 755524			
KCS 755532			
KCS 755541			
KCS 755559			
KCS 755567			
KCS 755575			
KCS 755583			
KCS 755591			
KCS 755605			
KCS 755613			
KCS 755621			
KCS 755630			
KCS 755648			
KCS 755656			
KCS 755664			
KCS 755672			
KCS 755681			
KCS 755699			
KCS 755702			
KCS 755711			
KCS 755729			
KCS 755737			
KCS 755745			
KCS 755753			
KCS 755761			
KCS 755770			
KCS 755788			
KCS 755796			
KCS 755800			
KCS 755818			
KCS 755826			
KCS 755834			
KCS 755842			
KCS 755851			
KCS 755869			
KCS 755877			
KCS 755885			
KCS 755893			
KCS 755907			
KCS 755915			
KCS 755923			

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
KCS 755931			-
KCS 755940			
KCS 755958			
KCS 755965			
KCS 755974			
KCS 755982			
KCS 755991			
<hr/>			
KCS 756008	200	XM	1978 Series 3
KCS 756016			
KCS 756024			
KCS 756032			
KCS 756041			
KCS 756059			
KCS 756067			
KCS 756075			
KCS 756083			
KCS 756091			
KCS 756105			
KCS 756113			
KCS 756121			
KCS 756130			
KCS 756148			
KCS 756156			
KCS 756164			
KCS 756172			
KCS 756181			
KCS 756199			
KCS 756202			
KCS 756211			
KCS 756229			
KCS 756237			
KCS 756245			
KCS 756253			
KCS 756261			
KCS 756270			
KCS 756288			
KCS 756296			
KCS 756300			
KCS 756318			
KCS 756326			
KCS 756334			
KCS 756342			

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Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
KCS 756351			-
KCS 756369			
KCS 756377			
KCS 756385			
KCS 756393			
KCS 756407			
KCS 756415			
KCS 756423			
KCS 756431			
KCS 756440			
KCS 756458			
KCS 756466			
KCS 756474			
KCS 756482			
KCS 756491			
KCS 756504			
KCS 756512			
KCS 756521			
KCS 756539			
KCS 756547			
KCS 756555			
KCS 756563			
KCS 756571			
KCS 756580			
KCS 756598			
KCS 756601			
KCS 756610			
KCS 756628			
KCS 756636			
KCS 756644			
KCS 756652			
KCS 756661			
KCS 756679			
KCS 756687			
KCS 756695			
KCS 756709			
KCS 756717			
KCS 756725			
KCS 756733			
KCS 756741			
KCS 756750			
KCS 756768			
KCS 756776			
KCS 756784			

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
KCS 756792			
KCS 756806			
KCS 756814			
KCS 756822			
KCS 756831			
KCS 756849			
KCS 756857			
KCS 756865			
KCS 756873			
KCS 756881			
KCS 756890			
KCS 756903			
KCS 756911			
KCS 756920			
KCS 756938			
KCS 756946			
KCS 756954			
KCS 756962			
KCS 756971			
KCS 756989			
KCS 756997			
KCS 757004			
KCS 757012			
KCS 757021			
KCS 757039			
KCS 757047			
KCS 757055			
KCS 757063			
KCS 757071			
KCS 757080			
KCS 757098			
KCS 757101			
KCS 757110			
KCS 757128			
KCS 757136			
KCS 757144			
KCS 757152			
KCS 757161			
KCS 757179			
KCS 757187			
KCS 757195			
KCS 757209			
KCS 757217			
KCS 757225			

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Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
KCS 757233			-
KCS 757241			
KCS 757250			
KCS 757268			
KCS 757276			
KCS 757284			
KCS 757292			
KCS 757306			
KCS 757314			
KCS 757322			
KCS 757331			
KCS 757349			
KCS 757357			
KCS 757365			
KCS 757373			
KCS 757381			
KCS 757390			
KCS 757403			
KCS 757411			
KCS 757420			
KCS 757438			
KCS 757446			
KCS 757454			
KCS 757462			
KCS 757471			
KCS 757489			
KCS 757497			
KCS 757501			
KCS 757519			
KCS 757527			
KCS 757535			
KCS 757543			
KCS 757551			
KCS 757560			
KCS 757578			
KCS 757586			
KCS 757594			
KCS 757608			
KCS 757616			
KCS 757624			
KCS 757632			
KCS 757641			
KCS 757659			
KCS 757667			

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
KCS 757675			-
KCS 757683			
KCS 757691			
KCS 757705			
KCS 757713			
KCS 757721			
KCS 757730			
KCS 757748			
KCS 757756			
KCS 757764			
KCS 757772			
KCS 757781			
KCS 757799			
KCS 757802			
KCS 757811			
KCS 757829			
KCS 757837			
KCS 757845			
KCS 757853			
KCS 757861			
KCS 757870			
KCS 757888			
KCS 757896			
KCS 757900			
KCS 757918			
KCS 757926			
KCS 757934			
KCS 757942			
KCS 757951			
KCS 757969			
KCS 757977			
KCS 757985			
KCS 757993			
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LEF 1040-1049	10	XM	1976 Series 1
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LEF 2500-2579	80	SEM	1978 Series 2
<hr/>			
MB 4000-4005	6	XM	1978 Series 1
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MB 4006-4018	91	XM	1978 Series 2
MB 4020-4051			
MB 4053-4067			
MB 4069-4099			

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
MDW 2060 MDW 2062-2075 MDW 2077-2086	25	XM	1978 Series 3
MDW 9000-9040 MDW 9042-9075 MDW 9077-9099	98	XM	1976 Series 1
MDW 10200-10298	99	XM	Itel
MDW 10299	1	XM	1978 Series 3
MEC 105051-105125	75	FC	1978 Series 3
MR 1010 MR 1012 MR 1014 MR 1016 MR 1018 MR 1030 MR 1032 MR 1034 MR 1036 MR 1038 MR 1050 MR 1052 MR 1054 MR 1056 MR 1058 MR 1070 MR 1072 MR 1074 MR 1076 MR 1078 MR 1090 MR 1092 MR 1094 MR 1096 MR 1210 MR 1212 MR 1214 MR 1216 MR 1218	94	XM	1978 Series 2

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
MR 1230			
MR 1232			
MR 1234			
MR 1236			
MR 1238			
MR 1252			
MR 1254			
MR 1256			
MR 1258			
MR 1270			
MR 1272			
MR 1274			
MR 1276			
MR 1278			
MR 1292			
MR 1294			
MR 1296			
MR 1298			
MR 1410			
MR 1412			
MR 1414			
MR 1416			
MR 1418			
MR 1430			
MR 1432			
MR 1434			
MR 1436			
MR 1438			
MR 1450			
MR 1454			
MR 1456			
MR 1458			
MR 1470			
MR 1472			
MR 1474			
MR 1276			
MR 1478			
MR 1490			
MR 1492			
MR 1494			
MR 1496			
MR 1498			
MR 1610			
MR 1612			

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
MR 1614			
MR 1616			
MR 1618			
MR 1630			
MR 1632			
MR 1634			
MR 1636			
MR 1638			
MR 1650			
MR 1652			
MR 1654			
MR 1656			
MR 1658			
MR 1670			
MR 1672			
MR 1674			
MR 1676			
MR 1690			
MR 1694			
MR 1696			
MR 1698			
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MR 2000	143	XM	1977 Series 2
MR 2003			
MR 2005			
MR 2009			
MR 2013-2014			
MR 2016			
MR 2019			
MR 2022-2027			
MR 2030			
MR 2033-2035			
MR 2038-2039			
MR 2042			
MR 2048-2049			
MR 2053			
MR 2055-2056			
MR 2058			
MR 2062			
MR 2064			
MR 2066			
MR 2069			
MR 2074			
MR 2080			

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
MR	2083-2088		-
MR	2095-2098		
MR	2101		
MR	2103		
MR	2111-2112		
MR	2115-2116		
MR	2124		
MR	2128		
MR	2138		
MR	2151		
MR	2153		
MR	2164		
MR	2171-2172		
MR	2180		
MR	2184		
MR	2191		
MR	2198		
MR	2200		
MR	2203-2205		
MR	2209-2210		
MR	2212-2213		
MR	2221		
MR	2223		
MR	2228-2232		
MR	2234-2236		
MR	2240-2244		
MR	2249		
MR	2251-2252		
MR	2254		
MR	2262		
MR	2265		
MR	2269-2272		
MR	2274-2277		
MR	2280		
MR	2284-2285		
MR	2288		
MR	2290		
MR	2292-2293		
MR	2296		
MR	2300-2301		
MR	2304-2305		
MR	2307		
MR	2312-2315		
MR	2317		

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
MR 2319-2320			-
MR 2322			
MR 2324			
MR 2333			
MR 2335			
MR 2337-2338			
MR 2341-2343			
MR 2347-2348			
MR 2353			
MR 2356-2357			
MR 2361			
MR 2368			
MR 2372			
MR 2374			
MR 2376			
MR 2378			
MR 2388-2389			
MR 2391			
MR 2396			
MR 2397			
MR 2500-2503	4	XM	1978 Series 3
MR 2504	1	XM	Itel
MR 2505-2506	2	XM	1978 Series 3
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MR 4041	128	XM	1978 Series 2
MR 4084			
MR 7000			
MR 7004-7005			
MR 7007-7008			
MR 7010			
MR 7012			
MR 7018-7020			
MR 7023-7024			
MR 7040-7074			
MR 7081-7134			
MR 7153-7176			
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MR 7001-7003	51	XM	1977 Series 2
MR 7006			
MR 7009			
MR 7011			
MR 7013-7017			
MR 7025-7039			
MR 7075-7080			

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<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
MR 7135-7152			-
MR 7222-7225	4	XM	1978 Series 4
MR 7226-7275	50	XM	1977 Series 2
MR 8000-8049	50	XM	1976 Series 1
MR 8050-8052	38	XM	1978 Series 2
MR 8054-8057			
MR 8059-8089			
MR 11000-11068	97	XM	1977 Series 2
MR 11070-11073			
MR 11075-11083			
MR 11085-11099			
MSE 800-855	244	XM	1978 Series 2
MSE 857-873			
MSE 876-914			
MSE 916-919			
MSE 921-969			
MSE 971-999			
MSE 1800-1849			
MTW 1100-1116	17	XM	1978 Series 3
MTW 1117-1149	33	XM	Itel
MTW 4300-4318	97	XM	1978 Series 2
MTW 4320-4324			
MTW 4326-4332			
MTW 4334-4399			
MTW 4400-4419	199	XM	1978 Series 4
MTW 4421-4599			
MTW 8000-8027	48	XM	1978 Series 1
MTW 8029-8048			
MTW 8049-8050	2	XM	1978 Series 2
NLG 5001-5015	98	XM	1978 Series 1
NLG 5017-5034			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
NLG 5036-5100			-
NLG 5101-5161	294	XM	1978 Series 2
NLG 5163-5217			
NLG 5219-5288			
NLG 5290-5324			
NLG 5326-5375			
NLG 5377-5390			
NLG 5392-5400			
NLG 5401	144	XM	1978 Series 4
NLG 5403-5425			
NLG 5427-5430			
NLG 5432-5473			
NLG 5475-5481			
NLG 5483-5532			
NLG 5534-5550			
NLG 5551-5590	49	XM	Itel
NLG 5592-5600			
NLG 5601-5665	65	XM	1978 Series 2
NLG 7150-7167	28	XM	1978 Series 3
NLG 7169-7175			
NLG 7177-7179			
NLG 7180-7229	50	XM	1978 Series 4
NOPB 3000	344	XM	1978 Series 2
NOPB 3103-3127			
NOPB 3129-3141			
NOPB 3143-3151			
NOPB 3154-3155			
NOPB 3157			
NOPB 3159-3161			
NOPB 3163-3167			
NOPB 3169-3181			
NOPB 3183-3186			
NOPB 3188-3190			
NOPB 3193-3195			
NOPB 3197-3198			
NOPB 3200-3201			
NOPB 3203-3204			
NOPB 3206-3209			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
NOPB 3211-3214			
NOPB 3216-3217			
NOPB 3219-3220			
NOPB 3222-3223			
NOPB 3225-3228			
NOPB 3230			
NOPB 3235-3236			
NOPB 3239-3243			
NOPB 3245			
NOPB 3247			
NOPB 3249			
NOPB 3252-3258			
NOPB 3260			
NOPB 3262-3272			
NOPB 3274-3281			
NOPB 3283-3285			
NOPB 3287			
NOPB 3291-3293			
NOPB 3295-3453			
NOPB 3455-3480			
NOPB 3482-3499			
<hr/>			
NOPB 3550	396	XM	1978 Series 3
NOPB 3552-3556			
NOPB 3558-3566			
NOPB 3568-3571			
NOPB 3575-3586			
NOPB 3591			
NOPB 3593-3596			
NOPB 3598-3601			
NOPB 3605-3606			
NOPB 3608			
NOPB 3611-3613			
NOPB 3615			
NOPB 3617-3619			
NOPB 3621-3622			
NOPB 3627-3630			
NOPB 3632-3633			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
NOPB 3635-3636			
NOPB 3639-3643			
NOPB 3646			
NOPB 3649			
NOPB 3651-3655			
NOPB 3657			
NOPB 3659-3664			
NOPB 3666			
NOPB 3668-3672			
NOPB 3675-3681			
NOPB 3684-3686			
NOPB 3688-3689			
NOPB 3691-3693			
NOPB 3695			
NOPB 3697-3698			
NOPB 3700			
NOPB 3703			
NOPB 3706-3707			
NOPB 3710			
NOPB 3712-3723			
NOPB 3725			
NOPB 3728-3730			
NOPB 3734-3739			
NOPB 3741-3748			
NOPB 3750			
NOPB 3752-3755			
NOPB 3757-3764			
NOPB 3767-3770			
NOPB 3773-3777			
NOPB 3779-3781			
NOPB 3783-3789			
NOPB 3791-3792			
NOPB 3794-3799			
NOPB 3803			
NOPB 3805-3810			
NOPB 3812-3814			
NOPB 3816-3817			
NOPB 3819-3822			
NOPB 3824-3826			
NOPB 3828-3829			
NOPB 3831-3832			
NOPB 3835-3839			
NOPB 3841-3844			
NOPB 3846-3851			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
NOPB 3853			
NOPB 3855-3858			
NOPB 3860-3868			
NOPB 3870-3871			
NOPB 3873			
NOPB 3877-3878			
NOPB 3880-3882			
NOPB 3884-3885			
NOPB 3887-3888			
NOPB 3890			
NOPB 3892-3893			
NOPB 3895			
NOPB 3896			
NOPB 3898			
NOPB 3900			
NOPB 3901			
NOPB 3904-3908			
NOPB 3910-3912			
NOPB 3914-3918			
NOPB 3920			
NOPB 3922			
NOPB 3925-3934			
NOPB 3936			
NOPB 3938			
NOPB 3940-3943			
NOPB 3945-3954			
NOPB 3956			
NOPB 3958			
NOPB 3961-3976			
NOPB 3979-3980			
NOPB 3982-3991			
NOPB 3993			
NOPB 3995-3997			
NOPB 4000-4004			
NOPB 4007			
NOPB 4010-4011			
NOPB 4013-4017			
NOPB 4020			
NOPB 4022			
NOPB 4024-4027			
NOPB 4029-4031			
NOPB 4033-4036			
NOPB 4038			
NOPB 4042-4047			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
NOPB 4050-4051			-
NOPB 4053			
NOPB 4055-4059			
NOPB 4061-4063			
NOPB 4065-4066			
NOPB 4068-4069			
NOPB 4071-4073			
NOPB 4075-4076			
NOPB 4078-4079			
NOPB 4081-4088			
NOPB 4090-4094			
NOPB 4096-4099			
<hr/>			
NTR 7005	70	XM	1977 Series 2
NTR 7007			
NTR 7009-7010			
NTR 7012			
NTR 7015			
NTR 7017			
NTR 7021-7024			
NTR 7026			
NTR 7028			
NTR 7035-7038			
NTR 7040-7041			
NTR 7046-7047			
NTR 7050			
NTR 7052-7053			
NTR 7058			
NTR 7064-7065			
NTR 7069			
NTR 7072			
NTR 7077-7078			
NTR 7082			
NTR 7088			
NTR 7090-7091			
NTR 7094			
NTR 7098			
NTR 7100			
NTR 7108			
NTR 7110			
NTR 7112			
NTR 7115-7116			
NTR 7119-7120			
NTR 7126			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
NTR 7133-7134			
NTR 7136			
NTR 7140-7141			
NTR 7144			
NTR 7147			
NTR 7149			
NTR 7162-7166			
NTR 7169			
NTR 7173			
NTR 7175-7176			
NTR 7180			
NTR 7182			
NTR 7188			
NTR 7190-7192			
NTR 7195			
PHD 1000-1019	95	XM	1977 Series 2
PHD 1021-1044			
PHD 1046			
PHD 1048-1066			
PHD 1068-1086			
PHD 1088-1099			
PHD 2000-2037	194	XM	1978 Series 2
PHD 2039-2051			
PHD 2053-2059			
PHD 2061-2093			
PHD 2095-2119			
PHD 2121			
PHD 2123-2199			
PHD 3000-3034	99	XM	1978 Series 3
PHD 4000-4024			
PHD 5000-5024			
PHD 5026-5039			
PW 60301	63	XM	Itel
PW 60307			
PW 60314			
PW 60318			
PW 60320-60321			
PW 60329			
PW 60332			
PW 60334			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
PW 60336-60337			
PW 60340			
PW 60342			
PW 60344			
PW 60351			
PW 60354-60355			
PW 60357-60358			
PW 60360			
PW 60363			
PW 60366			
PW 60372			
PW 60384			
PW 60386			
PW 60392			
PW 60398-60399			
PW 60402			
PW 60418-61419			
PW 60421			
PW 60425			
PW 60428			
PW 60430			
PW 60434			
PW 60436			
PW 60446			
PW 60451-60452			
PW 60459			
PW 60472			
PW 60476			
PW 60480			
PW 60483			
PW 60487			
PW 60494-60495			
PW 60504			
PW 60507			
PW 60516			
PW 60527			
PW 60529			
PW 60535			
PW 60537			
PW 60545			
PW 60547			
PW 60566			
PW 60570			
PW 60574			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
PW 60579			
PW 60581			
PW 60583			
QC 76000-76156	249	XM	1978 Series 2
QC 76257-76349			
RV 1000-1024	25	XM	1978 Series 3
SERA 4500-4599	100	XM	1977 Series 2
SFLC 901050-901099	717	FC	1978 Series 3
SFLC 901245-901356			
SFLC 901358-901457			
SFLC 901459-901544			
SFLC 901700-901719			
SFLC 901721-901724			
SFLC 902000-902049			
SFLC 902100-902244			
SFLC 902545-902635			
SFLC 902637-902666			
SFLC 902668-902678			
SFLC 902680-902699			
S00 54694-54894	200	FC	1978 Series 3
SRN 5300-5349	50	XM	1978 Series 2
SRN 5400-5450	51	XM	1978 Series 3
SRN 5451-5499	49	XM	1977 Series 2
SSDK 1000-1061	99	XM	Itel
SSDK 1063-1099			
SSIX 1000-1012	93	SEM	1978 Series 2
SSIX 1014-1015			
SSIX 1017-1026			
SSIX 1028			
SSIX 1030-1044			
SSIX 1046-1075			
SSIX 1077-1080			
SSIX 1082-1099			

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
TASD 77001-77066 TASD 77068-77107 TASD 77109-77110	108	XM	1977 Series 2
TASD 77111-77290 TASD 77292-77300 TASD 78001-78011 TASD 78013-78079 TASD 78081-78083 TASD 78085-78393 TASD 78395-78600	785	XM	1978 Series 2
TASD 78601-78641 TASD 78643-78683 TASD 78685-78700	98	XM	1978 Series 1
TM 3000-3032 TM 3034-3068 TM 3070-3149	148	XM	1978 Series 2
TM 3150-3299	150	XM	1978 Series 3
TM 400250-400299	50	FC	Itel
TOE 2500-2517 TOE 2519-2580 TOE 2582-2588 TOE 2590-2599	97	XM	Itel
TTIS 25101-25150	50	XM	Itel
VSO 6200-6249 VSO 6350-6399	100	XM	1978 Series 2
WRWK 60004 WRWK 60008 WRWK 60014	28	XM	1978 Series 3

SCHEDULE A
Security Agreement

<u>MARKING</u>	<u>NO. OF CARS</u>	<u>TYPE OF CAR</u>	<u>OWNER/LENDER</u>
WRWK 60030			-
WRWK 60052			
WRWK 60059			
WRWK 60066			
WRWK 60074			
WRWK 60076			
WRWK 60082			
WRWK 60086			
WRWK 60104-60105			
WRWK 60134			
WRWK 60141			
WRWK 60145-60146			
WRWK 60149			
WRWK 60153			
WRWK 60157			
WRWK 60160			
WRWK 60180			
WRWK 60195			
WRWK 60211			
WRWK 60228			
WRWK 60280			
WRWK 60283			
WRWK 60291			

JV: 8-11-86

658:71398

REPORT: RCAR8108
RUN DATE: 08/07/86

ITEL CORPORATION - RAIL DIVISION

PAGE: 12
TIME: 00:26:56

RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: AMWZ

ALTERNATE HOME ROADS

RECEIPTS END DATE

DATE LAST UPDATED

AMW GBV

10/24/83

..... J U N C T I O N S
ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

.....
..... = I tel owned, per Cef. eq. list sum.

..... = not I tel owned

SCHEDULE 4

REPORT: RCAR810B
 RUN DATE: 08/07/86
 ITEL CORPORATION - RAIL DIVISION
 PAGE: 19
 TIME: 00:26:56

RCA CAR MASTER REPORTS
 ACTIVE CAR LOG
 SELECTED LESSEES : ALL

LESSEE: AMWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE	MECH.	CAR TYPE	CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
205657	01/01/85	STRX	0000224751		SSIX	11111	Z	Z203	T	09/06/85		09/09/85	SMCZ205657
205671	01/01/85	STRX	0000224580		SSIX	11111	Z	Z203	T	07/01/85		07/02/85	SMCZ205671
205707	01/10/85	STRX	0000224614		SSIX	11111	Z	Z203	T	07/01/85		07/02/85	SMCZ205707
205709	11/01/85	STRX	0000224728		SSIX	11111	Z	Z203	T	12/04/85		12/04/85	SMCZ205709
205757	01/10/85	STRX	0000224775		SSIX	11111	Z	Z203	T	07/01/85		07/02/85	SMCZ205757
205785	01/10/85	STRX	0000224952		SSIX	11111	Z	Z203	T	07/01/85		07/02/85	SMCZ205785
205799	01/10/85	STRX	0000224980		SSIX	11111	Z	Z203	T	07/01/85		07/02/85	SMCZ205799
205802	01/01/85	STRX	0000224828		SSIX	11111	Z	Z203	T	07/10/85		07/12/85	SMCZ205802
205823	01/01/85	STRX	0000224958		SSIX	11111	Z	Z203	T	10/28/85		10/28/85	SMCZ205823
205869	01/01/85	STRX	0000224901		SSIX	11111	Z	Z203	T	10/28/85		10/28/85	SMCZ205869
205871	01/01/85	STRX	0000224499		SSIX	11111	Z	Z203	T	09/06/85		09/09/85	SMCZ205871
205881	01/10/85	STRX	0000224921		SSIX	11111	Z	Z203	T	07/01/85		07/02/85	SMCZ205881
205898	01/01/85	STRX	0000224741		SSIX	11111	Z	Z203	T	09/23/85		09/25/85	SMCZ205898

RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: ANWZ

CAR NO.	ORDER DATE	MANUF	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP.	MECH. NO.	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
251601	06/01/84	STRX	0000224865		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271047
251602	06/01/84	STRX	0000224530		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271027
251603	06/01/84	STRX	0000224447		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271057
251605	06/01/84	STRX	0000224657		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271128
251606	06/01/84	STRX	0000224493		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271206
251608	06/01/84	STRX	0000224514		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271314
251609	06/01/84	STRX	0000224689		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271340
251611	06/01/84	STRX	0000224602		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271411
251612	06/01/84	STRX	0000224971		SSIX	11113	Z	2253	T	10/08/84		09/20/85	WPZ 271486
251613	06/01/84	STRX	0000224670		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271491
251614	06/01/84	STRX	0000224645		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271501
251616	06/01/84	STRX	0000224617		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271506
251618	06/01/84	STRX	0000224984		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271525
251621	06/01/84	STRX	0000224508		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SMC2205666
251622	06/01/84	STRX	0000224551		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SMC2205712
251623	06/01/84	STRX	0000224422		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SMC2205766
251625	06/01/84	STRX	0000224716		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SMC2205812
251626	06/01/84	STRX	0000224429		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SMC2205816
251627	06/01/84	STRX	0000224883		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SMC2205831
251628	06/01/84	STRX	0000224980		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SMC2205866
251630	06/01/84	STRX	0000224830		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SMC2205678
251636	06/01/84	STRX	0000224513		SSIX	11113	Z	2253	T	10/08/84		09/20/85	WPZ 271193
251637	06/01/84	STRX	0000224495		SSIX	11113	Z	2253	T	10/08/84		09/20/85	WPZ 271392
251638	06/01/84	STRX	0000224649		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271395
251639	06/01/84	STRX	0000224438		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271413
251640	06/01/84	STRX	0000224569		SSIX	11113	Z	2253	T	10/08/84		09/20/85	WPZ 271451
251641	06/01/84	STRX	0000224562		SSIX	11113	Z	2253	T	10/08/84		09/20/85	WPZ 271482
251642	06/01/84	STRX	0000224593		SSIX	11113	Z	2253	T	10/08/84		09/20/85	WPZ 271495
251643	06/01/84	STRX	0000224605		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SWP2271180
251644	06/01/84	STRX	0000224431		SSIX	11115	Z	2253	T	10/08/84		09/20/85	SWP2271021
251645	06/01/84	STRX	0000224587		SSIX	11115	Z	2253	T	10/08/84		09/20/85	SWP2271471
251646	06/01/84	STRX	0000224646		SSIX	11113	Z	2253	T	10/08/84		09/20/85	SMC2205770

RCA CAR MASTER REPORTS
 ACTIVE CAR LOG
 SELECTED LESSEES : ALL

LESSEE: AHWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP.	MECH. NO.	DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
251647	06/01/84	STRX	0000224501		SSIX	11113	Z	Z253	T	10/08/84			09/20/85	SWP2271421
251648	06/01/84	STRX	0000224843		SSIX	11113	Z	Z253	T	10/08/84			09/20/85	SMC2205681
251650	06/01/84	STRX	0000224572		SSIX	11113	Z	Z253	T	10/08/84			09/20/85	SMC2205682
251651	06/01/84	STRX	0000224856		SSIX	11113	Z	Z253	T	10/08/84			09/20/85	WPZ 271403
251655	06/01/84	STRX	0000224581		SSIX	11113	Z	Z253	T	10/08/84			09/20/85	SWP2271106
251656	06/01/84	STRX	0000224825		SSIX	11113	Z	Z253	T	10/08/84			09/20/85	SWP2271107
251658	06/01/84	STRX	0000224424		SSIX	11113	Z	Z253	T	10/08/84			09/20/85	SWP2271531
251659	06/01/84	STRX	0000224528		SSIX	11113	Z	Z253	T	10/08/84			09/20/85	SMC2205732
251660	06/01/84	STRX	0000224788		SSIX	11113	Z	Z253	T	10/08/84			09/20/85	SMC2205874
251662	06/01/84	STRX	0000224942		SSIX	11113	Z	Z253	T	10/08/84			09/20/85	SWP2271077
251663	06/01/84	STRX	0000224723		SSIX	11113	Z	Z253	T	10/08/84			09/20/85	SWP2271250
251666	10/01/84	STRX	0000224489		SSIX	11113	Z	Z253	T	12/03/84			09/20/85	SWP2271527
251668	10/01/84	STRX	0000224941		SSIX	11113	Z	Z253	T	12/03/84			09/20/85	SMC2205781
251669	10/01/84	STRX	0000224578		SSIX	11113	Z	Z253	T	12/03/84			09/20/85	SMC2205894
251670	10/01/84	STRX	0000224756		SSIX	11113	Z	Z253	T	12/03/84			09/20/85	VSC2270319
271022	01/01/86	STRX			SSIX	11114	Z	Z203	T	03/03/86			03/03/86	
271059	06/01/84	STRX	0000224648		SSIX	11114	Z	Z203	T	10/08/84			10/12/84	SWP2271059
271072	06/01/84	STRX	0000224832		SSIX	11114	Z	Z203	T	10/08/84			10/12/84	SWP2271072
271089	06/01/84	STRX	0000224503		SSIX	11114	Z	Z203	T	10/08/84			10/12/84	WPZ 271089
271094	06/01/84	STRX	0000224810		SSIX	11114	Z	Z203	T	10/08/84			10/25/84	SWP2271094
271155	06/01/84	STRX	0000225003		SSIX	11114	Z	Z203	T	10/08/84			10/12/84	SWP2271155
271211	01/01/86	STRX			SSIX	11114	Z	Z203	T	03/03/86			03/03/86	
271212	06/01/84	STRX	0000224749		SSIX	11114	Z	Z203	T	10/08/84			10/12/84	WPZ 271212
271265	01/01/86	STRX			SSIX	11114	Z	Z203	T	03/03/86			03/03/86	
271271	06/01/84	STRX	0000224918		SSIX	11114	Z	Z203	T	10/08/84			10/12/84	SWP2271271
271306	06/01/84	STRX	0000224777		SSIX	11114	Z	Z203	T	10/08/84			10/12/84	WPZ 271306
271317	06/01/84	STRX	0000224606		SSIX	11114	Z	Z203	T	10/08/84			10/12/84	SWP2271317
271403	06/01/84	STRX	0000224425		SSIX	11114	Z	Z203	T	10/08/84			12/06/84	WPZ 271403
271410	06/01/84	STRX	0000224932		SSIX	11114	Z	Z203	T	10/08/84			10/12/84	WPZ 271410
271417	06/01/84	STRX	0000224937		SSIX	11114	Z	Z203	T	10/08/84			10/12/84	WPZ 271417
271448	06/01/84	STRX	0000224640		SSIX	11114	Z	Z203	T	10/08/84			04/19/85	SWP2271448
271451	01/01/85	STRX	0000224724		SSIX	11114	Z	Z204	T	09/06/85			09/09/85	WPZ 271457

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: AMWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
271470	06/01/84	STRX	0000224566		SSIX	1114	Z	Z203	T	10/08/84		10/12/84	SWPZ271470
271505	01/01/85	STRX	0000224497		SSIX	1114	Z	Z203	T	09/06/85		09/09/85	SWPZ271505
271515	01/10/85	STRX	0000224876		SSIX	1114	Z	Z203	T	07/01/85		07/02/85	SWPZ271515
271522	01/01/86	STRX	0000224563		SSIX	1114	Z	Z203	T	03/03/86		03/03/86	WPZ 271522
271528	01/01/86	STRX	0000224803		SSIX	1114	Z	Z203	T	01/22/86		01/24/86	SWPZ271528
271545	06/01/84	STRX	0000224802		SSIX	1114	Z	Z203	T	10/08/84		10/12/84	WPZ 271545
600101	01/01/85	TRMX	0000536476		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200101
600103	01/01/85	TRMX	0000536478		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200103
600105	01/01/85	TRMX	0000536480		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200105
600108	01/01/85	TRMX	0000536484		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200108
600110	01/01/85	TRMX	0000536485		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200110
600111	01/01/85	TRMX	0000536486		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200111
600112	01/01/85	TRMX	0000536488		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200112
600113	01/01/85	TRMX	0000536491		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200113
600116	01/01/85	TRMX	0000536492		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200116
600117	01/01/85	TRMX	0000536493		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200117
600118	01/01/85	TRMX	0000536494		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200118
600119	01/01/85	TRMX	0000536497		SSIX	00202	Z	Z203	T	06/06/85		01/20/86	SDT2200119
600122	01/01/85	TRMX	0000536498		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200122
600123	01/01/85	TRMX	0000536499		SSIX	00202	Z	Z203	T	06/06/85		04/14/86	SDT2200123
600124	01/01/85	TRMX	0000536500		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200124
600125	01/01/85	TRMX	0000536501		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200125
600126	01/01/85	TRMX	0000536503		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200126
600128	01/01/85	TRMX	0000536504		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200128
600129	01/01/85	TRMX	0000536509		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200129
600134	01/01/85	TRMX	0000536511		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200134
600136	01/01/85	TRMX	0000536515		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200136
600140	01/01/85	TRMX	0000536516		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200140
600141	01/01/85	TRMX	0000536517		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200141
600142	01/01/85	TRMX	0000536520		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200142
600145	01/01/85	TRMX	0000536525		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200145
600150	01/01/85	TRMX	0000536529		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200150
600154	01/01/85	TRMX	0000536530		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200154
600155	01/01/85	TRMX	0000536533		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200155
600157	01/01/85	TRMX	0000536535		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200157
600158	01/01/85	TRMX	0000536536		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200158
600160	01/01/85	TRMX	0000536537		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200160
600161	01/01/85	TRMX	0000536540		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200161
600162	01/01/85	TRMX	0000536545		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200162
600165	01/01/85	TRMX	0000536548		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200165
600170	01/01/85	TRMX	0000536553		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200170
600173	01/01/85	TRMX	0000536555		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200173
600178	01/01/85	TRMX	0000536553		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200178
600179	01/01/85	TRMX	0000536553		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200179

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ITEL CORPORATION - RAIL DIVISION
RCA CAR MASTER REPORTS
ACTIVE CAR LOG
SELECTED LESSEES : ALL

LESSEE: AHWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
600182	01/01/85	TRMX	0000536557		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200182
600187	01/01/85	TRMX	0000536562		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200187
600189	01/01/85	TRMX	0000536564		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200189
600191	01/01/85	TRMX	0000536566		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200191
600193	01/01/85	TRMX	0000536568		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200193
600194	01/01/85	TRMX	0000536569		SSIX	00202	Z	Z203	T	06/06/85		01/30/86	SDT2200194
600195	01/01/85	TRMX	0000536570		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200195
600196	01/01/85	TRMX	0000536571		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200196
600197	01/01/85	TRMX	0000536572		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200197
600198	01/01/85	TRMX	0000536573		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200198
600199	01/01/85	TRMX	0000536574		SSIX	00202	Z	Z203	T	06/06/85		09/20/85	SDT2200199
655000	01/01/85	FRHX			SSIX	00203	Z	Z253	T	11/20/85		11/20/85	
655001	01/01/85	FRHX			SSIX	00203	Z	Z253	T	11/20/85		11/20/85	
655002	01/01/85	FRHX	OMAV584763		SSIX	00203	Z	Z253	T	11/20/85		11/22/85	ITS 045039
655003	01/01/85	FRHX			SSIX	00203	Z	Z253	T	11/20/85		11/20/85	
655004	01/01/85	FRHX			SSIX	00203	Z	Z253	T	11/20/85		11/20/85	
655005	01/01/85	FRHX			SSIX	00203	Z	Z253	T	11/20/85		11/20/85	

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: HSRZ

ALTERNATE HOME ROADS RECEIPTS END DATE DATE LAST UPDATED

HS 03/07/84

..... J U N C T I O N S
ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

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ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: HSRZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG.	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
200102	01/01/85	TRMX	0000536476		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200102
200104	01/01/85	TRMX	0000536479		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200104
200106	01/01/85	TRMX	0000536481		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200106
200107	01/01/85	TRMX	0000536482		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200107
200108	01/01/85	TRMX	0000536483		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200108
200114	01/01/85	TRMX	0000536489		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200114
200121	01/01/85	TRMX	0000536496		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200121
200130	01/01/85	TRMX	0000536509		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200130
200131	01/01/85	TRMX	0000536506		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200131
200132	01/01/85	TRMX	0000536507		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200132
200133	01/01/85	TRMX	0000536508		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200133
200135	01/01/85	TRMX	0000536510		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200135
200137	01/01/85	TRMX	0000536512		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200137
200138	01/01/85	TRMX	0000536513		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200138
200139	01/01/85	TRMX	0000536514		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200139
200143	01/01/85	TRMX	0000536518		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200143
200144	01/01/85	TRMX	0000536519		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200144
200146	01/01/85	TRMX	0000536521		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200146
200147	01/01/85	TRMX	0000536522		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200147
200148	01/01/85	TRMX	0000536523		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200148
200149	01/01/85	TRMX	0000536524		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200149
200151	01/01/85	TRMX	0000536526		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200151
200152	01/01/85	TRMX	0000536527		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200152
200153	01/01/85	TRMX	0000536528		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200153
200156	01/01/85	TRMX	0000536531		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200156
200159	01/01/85	TRMX	0000536534		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200159
200163	01/01/85	TRMX	0000536538		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200163
200164	01/01/85	TRMX	0000536539		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200164
200166	01/01/85	TRMX	0000536541		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200166
200167	01/01/85	TRMX	0000536542		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200167
200168	01/01/85	TRMX	0000536543		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200168
200171	01/01/85	TRMX	0000536546		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200171
200172	01/01/85	TRMX	0000536547		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200172
200174	01/01/85	TRMX	0000536549		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200174
200175	01/01/85	TRMX	0000536550		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200175
200176	01/01/85	TRMX	0000536551		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200176
200177	01/01/85	TRMX	0000536552		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200177
200181	01/01/85	TRMX	0000536556		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200181
200184	01/01/85	TRMX	0000536559		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200184
200185	01/01/85	TRMX	0000536560		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200185
200186	01/01/85	TRMX	0000536561		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200186
200188	01/01/85	TRMX	0000536563		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200188
200190	01/01/85	TRMX	0000536565		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200190
200192	01/01/85	TRMX	0000536567		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200192
200200	01/01/85	TRMX	0000536575		SSIX	00202	Z	Z203	T	04/19/85		09/20/85	SDT2200200

11/26/84 09/20/85 SMC2205672

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0000224419

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08/07/86

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: HSRZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP.	NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
205673	01/01/85	STRX	0000224460		SSIX	11111	Z	Z203	T				09/20/85	SMC2205673
205686	01/01/85	STRX	0000224705		SSIX	11111	Z	Z203	T				09/20/85	SMC2205686
205688	01/01/85	STRX	0000224885		SSIX	11111	Z	Z203	T				09/20/85	SMC2205688
205696	01/01/85	STRX	0000224807		SSIX	11111	Z	Z203	T				09/20/85	SMC2205696
205698	01/01/85	STRX	0000224854		SSIX	11111	Z	Z203	T				09/20/85	SMC2205698
205701	01/01/85	STRX	0000224512		SSIX	11111	Z	Z203	T			10/17/84	11/04/85	SMC2205701
205704	01/01/85	STRX	0000224870		SSIX	11111	Z	Z203	T				09/20/85	SMC2205704
205714	01/01/85	STRX	0000224875		SSIX	11111	Z	Z203	T				09/20/85	SMC2205714
205718	01/01/85	STRX	0000224564		SSIX	11111	Z	Z203	T			10/29/84	09/20/85	SMC2205718
205720	01/01/85	STRX	0000224691		SSIX	11111	Z	Z203	T				09/20/85	SMC2205720
205724	01/01/85	STRX	0000224528		SSIX	11111	Z	Z203	T				09/20/85	SMC2205724
205731	01/01/85	STRX	0000224552		SSIX	11111	Z	Z203	T				09/20/85	SMC2205731
205735	01/01/85	STRX	0000224610		SSIX	11111	Z	Z203	T				10/02/85	SMC2205735
205741	01/01/85	STRX	0000224950		SSIX	11111	Z	Z203	T				09/20/85	SMC2205741
205742	01/01/85	STRX	0000224708		SSIX	11111	Z	Z203	T				09/20/85	SMC2205742
205752	01/01/85	STRX	0000224515		SSIX	11111	Z	Z203	T				09/20/85	SMC2205752
205754	01/01/85	STRX	0000224974		SSIX	11111	Z	Z203	T				09/20/85	SMC2205754
205759	01/01/85	STRX	0000224482		SSIX	11111	Z	Z203	T				09/20/85	SMC2205759
205764	01/01/85	STRX	0000224701		SSIX	11111	Z	Z203	T				09/20/85	SMC2205764
205767	01/01/85	STRX	0000224643		SSIX	11111	Z	Z203	T				09/20/85	SMC2205767
205773	01/01/85	STRX	0000224769		SSIX	11111	Z	Z203	T				09/20/85	SMC2205773
205774	01/01/85	STRX	0000224768		SSIX	11111	Z	Z203	T				09/20/85	SMC2205774
205776	01/01/85	STRX	0000224816		SSIX	11111	Z	Z203	T				09/20/85	SMC2205776
205784	01/01/85	STRX	0000224553		SSIX	11111	Z	Z203	T			10/29/84	09/20/85	SMC2205784
205787	01/01/85	STRX	0000224595		SSIX	11111	Z	Z203	T				09/20/85	SMC2205787
205789	01/01/85	STRX	0000224858		SSIX	11111	Z	Z203	T			11/29/84	09/20/85	SMC2205789
205790	01/01/85	STRX	0000224824		SSIX	11111	Z	Z203	T				09/20/85	SMC2205790
205809	01/01/85	STRX	0000224591		SSIX	11111	Z	Z203	T				09/20/85	SMC2205809
205813	01/01/85	STRX	0000224658		SSIX	11111	Z	Z203	T				09/20/85	SMC2205813
205829	01/01/85	STRX	0000224762		SSIX	11111	Z	Z203	T				09/20/85	SMC2205829
205838	01/01/85	STRX	0000224408		SSIX	11111	Z	Z203	T			11/22/84	09/20/85	SMC2205838
205839	01/01/85	STRX	0000224764		SSIX	11111	Z	Z203	T				09/20/85	SMC2205839
205840	01/01/85	STRX	0000224598		SSIX	11111	Z	Z203	T				09/20/85	SMC2205840
205842	01/01/85	STRX	0000224579		SSIX	11111	Z	Z203	T				09/20/85	SMC2205842

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG
SELECTED LESSEES : ALL

LESSEE: HSRZ

CAR NO.	ORDER DATE	MANUF	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP.	MECH. NO.	DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
205857	01/01/85	STRX	0000224463		SSIX	1111	Z	Z	Z203	T		11/22/84	09/20/85	SMCZ205857
205867	01/01/85	STRX	0000224907		SSIX	1111	Z	Z	Z203	T			09/20/85	SMCZ205867
205873	01/01/85	STRX	0000224747		SSIX	1111	Z	Z	Z203	T			09/20/85	SMCZ205873
205888	12/01/83	STRX	0000224655		SSIX	1111	Z	Z	Z203	T			09/20/85	SMCZ205888

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RCA CAR MASTER REPORTS
 ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: HSRZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP.	MECH. NO.	DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED
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251008	08/01/84	STRX	0000224789		SSIX	11113	Z	Z253	T		12/07/84	10/28/84	09/20/85	WP2 271008
251019	08/01/84	STRX	0000224625		SSIX	11113	Z	Z253	T		12/07/84	10/28/84	09/20/85	SWP2271019
251162	08/01/84	STRX	0000224628		SSIX	11113	Z	Z253	T		12/07/84	10/28/84	09/20/85	WP2 271162
251170	08/01/84	STRX	0000224694		SSIX	11113	Z	Z253	T		12/07/84	10/28/84	09/20/85	SWP2271170

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: HSRZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP.	MECH. NO.	DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
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251968	08/01/84	STRX	0000224833		SSIX	11113	Z		2253	T	12/07/84	11/09/84	09/20/85	SWP2271568
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252144	04/01/84	FRHX	0MAV584377		SSIX	11113	Z		2253	T	07/23/84		09/20/85	SWP2272144
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255651	12/01/83	STRX	0000224779		SSIX	11112	Z		2253	T	03/07/84	03/10/84	05/24/84	SMC2205651
255653	12/01/83	STRX	0000224878		SSIX	11112	Z		2253	T	03/07/84	05/17/84	05/24/84	SMC2205653
255655	12/01/83	STRX	0000224895		SSIX	11112	Z		2253	T	03/07/84	03/29/84	05/24/84	SMC2205655
255658	12/01/83	STRX	0000224547		SSIX	11112	Z		2253	T	03/07/84	05/06/84	05/24/84	SMC2205658
255661	12/01/83	STRX	0000224477		SSIX	11112	Z		2253	T	03/07/84	02/06/84	05/24/84	SMC2205661

255664	12/01/83	STRX	0000224881		SSIX	11112	Z		2253	T	03/07/84	03/22/84	05/24/84	SMC2205664
255668	12/01/83	STRX	0000224936		SSIX	11112	Z		2253	T	03/07/84	03/23/84	05/24/84	SMC2205668
255669	12/01/83	STRX	0000224659		SSIX	11112	Z		2253	T	03/07/84		05/22/84	SMC2205669
255675	12/01/83	STRX	0000224680		SSIX	11112	Z		2253	T	03/07/84	04/22/84	05/24/84	SMC2205675

255684	12/01/83	STRX	0000224798		SSIX	11112	Z		2253	T	03/07/84	03/29/84	05/24/84	SMC2205684
255685	12/01/83	STRX	0000224811		SSIX	11112	Z		2253	T	03/07/84	03/04/84	05/24/84	SMC2205685
255687	12/01/83	STRX	0000224900		SSIX	11112	Z		2253	T	03/07/84	04/11/84	05/24/84	SMC2205687
255690	12/01/83	STRX	0000224821		SSIX	11112	Z		2253	T	03/07/84	05/06/84	05/24/84	SMC2205690

255699	12/01/83	STRX	0000224413		SSIX	11112	Z		2253	T	03/07/84		05/22/84	SMC2205699
255702	12/01/83	STRX	0000224641		SSIX	11112	Z		2253	T	03/07/84	06/02/84	05/24/84	SMC2205702

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RCA CAR MASTER REPORT'S
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: HSRZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
255703	12/01/83	STRX	0000224532		SSIX	11112	Z	Z253	T	03/07/84	07/05/84	10/12/84	SMC2205703
255708	12/01/83	STRX	0000224823		SSIX	11112	Z	Z253	T	03/07/84	06/02/84	05/24/84	SMC2205708
255710	12/01/83	STRX	0000224792		SSIX	11112	Z	Z253	T	03/07/84	07/04/84	05/24/84	SMC2205710
255713	12/01/83	STRX	0000224576		SSIX	11112	Z	Z253	T	03/07/84	06/02/84	05/24/84	SMC2205713
255715	12/01/83	STRX	0000224462		SSIX	11112	Z	Z253	T	03/07/84	03/29/84	05/24/84	SMC2205715
255717	12/01/83	STRX	0000224663		SSIX	11112	Z	Z253	T	03/07/84	06/02/84	05/24/84	SMC2205717
255719	12/01/83	STRX	0000224616		SSIX	11112	Z	Z253	T	03/07/84	03/29/84	05/24/84	SMC2205719
255725	12/01/83	STRX	0000224699		SSIX	11112	Z	Z253	T	03/07/84	03/10/84	05/24/84	SMC2205725
255726	12/01/83	STRX	0000224473		SSIX	11112	Z	Z253	T	03/07/84	06/02/84	05/24/84	SMC2205726
255729	12/01/83	STRX	0000224568		SSIX	11112	Z	Z253	T	03/07/84	02/06/84	05/24/84	SMC2205729
255738	12/01/83	STRX	0000224998		SSIX	11112	Z	Z253	T	03/07/84	03/06/84	05/24/84	SMC2205738
255743	12/01/83	STRX	0000224417		SSIX	11112	Z	Z253	T	03/07/84	03/09/84	05/24/84	SMC2205743
255746	12/01/83	STRX	0000224600		SSIX	11112	Z	Z253	T	03/07/84	03/22/84	05/24/84	SMC2205746
255762	12/01/83	STRX	0000224671		SSIX	11112	Z	Z253	T	03/07/84	03/10/84	05/24/84	SMC2205762
255766	12/01/83	STRX	0000224454		SSIX	11112	Z	Z253	T	03/07/84	04/22/84	05/24/84	SMC2205766
255769	12/01/83	STRX	0000224715		SSIX	11112	Z	Z253	T	03/07/84	03/29/84	05/24/84	SMC2205769
255772	12/01/83	STRX	0000224607		SSIX	11112	Z	Z253	T	03/07/84	04/22/84	05/24/84	SMC2205772
255778	12/01/83	STRX	0000224808		SSIX	11112	Z	Z253	T	03/07/84	05/06/84	05/24/84	SMC2205778
255779	12/01/83	STRX	0000224812		SSIX	11112	Z	Z253	T	03/07/84	02/26/84	05/24/84	SMC2205779
255782	12/01/83	STRX	0000224684		SSIX	11112	Z	Z253	T	03/07/84	02/27/84	05/24/84	SMC2205782
255791	12/01/83	STRX	0000224642		SSIX	11112	Z	Z253	T	03/07/84	03/09/84	05/24/84	SMC2205791
255792	12/01/83	STRX	0000224411		SSIX	11112	Z	Z253	T	03/07/84	04/22/84	05/24/84	SMC2205792
255793	12/01/83	STRX	0000224947		SSIX	11112	Z	Z253	T	03/07/84	03/29/84	05/24/84	SMC2205793
255794	12/01/83	STRX	0000224964		SSIX	11112	Z	Z253	T	03/07/84	03/16/84	05/24/84	SMC2205794
255795	12/01/83	STRX	0000224738		SSIX	11112	Z	Z253	T	03/07/84	03/13/84	05/24/84	SMC2205795
255798	12/01/83	STRX	0000224755		SSIX	11112	Z	Z253	T	03/07/84	03/29/84	05/24/84	SMC2205798
255800	12/01/83	STRX	0000224622		SSIX	11112	Z	Z253	T	03/07/84	04/16/84	05/24/84	SMC2205800
255804	12/01/83	STRX	0000224774		SSIX	11112	Z	Z253	T	03/07/84	02/05/84	05/24/84	SMC2205804
255806	12/01/83	STRX	0000224590		SSIX	11112	Z	Z253	T	03/07/84	03/22/84	05/24/84	SMC2205806
255807	12/01/83	STRX	0000224674		SSIX	11112	Z	Z253	T	03/07/84	05/09/84	05/24/84	SMC2205807
255817	12/01/83	STRX	0000224469		SSIX	11112	Z	Z253	T	03/07/84	04/22/84	08/20/84	SMC2205817
255819	12/01/83	STRX	0000224693		SSIX	11112	Z	Z253	T	03/07/84	05/11/84	05/24/84	SMC2205819
255825	12/01/83	STRX	0000224989		SSIX	11112	Z	Z253	T	03/07/84	03/16/84	05/24/84	SMC2205825
255826	12/01/83	STRX	0000224573		SSIX	11112	Z	Z253	T	03/07/84	06/02/84	05/24/84	SMC2205826
255833	12/01/83	STRX	0000224818		SSIX	11112	Z	Z253	T	03/07/84	03/29/84	05/24/84	SMC2205833

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ITEL CORPORATION - RAIL DIVISION
 RCA CAR MASTER REPORTS
 ACTIVE CAR LOG
 LESSEE: HSRZ

SELECTED LESSEES : ALL

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
255835	12/01/83	STRX	0000224890		SSIX	11112	Z	Z253	T	03/07/84	04/02/84	05/24/84	SMCZ2058351
255846	12/01/83	STRX	0000224517		SSIX	11112	Z	Z253	T	03/07/84	03/02/84	05/24/84	SMCZ2058461
255853	12/01/83	STRX	0000224915		SSIX	11112	Z	Z253	T	03/07/84	03/29/84	05/24/84	SMCZ2058531
255854	12/01/83	STRX	0000224797		SSIX	11112	Z	Z253	T	03/07/84	06/02/84	05/24/84	SMCZ2058541
255859	12/01/83	STRX	0000224665		SSIX	11112	Z	Z253	T	03/07/84	06/02/84	05/24/84	SMCZ2058591
255861	12/01/83	STRX	0000224550		SSIX	11112	Z	Z253	T	03/07/84	05/02/84	05/24/84	SMCZ2058611
255864	12/01/83	STRX	0000224773		SSIX	11112	Z	Z253	T	03/07/84	05/06/84	05/24/84	SMCZ2058641
255868	12/01/83	STRX	0000224743		SSIX	11112	Z	Z253	T	03/07/84	04/07/84	05/24/84	SMCZ2058681
255877	12/01/83	STRX	0000224565		SSIX	11112	Z	Z253	T	03/07/84	03/12/84	05/24/84	SMCZ2058771
255884	12/01/83	STRX	0000224481		SSIX	11112	Z	Z253	T	03/07/84	04/19/84	05/24/84	SMCZ2058841
255889	12/01/83	STRX	0000224796		SSIX	11112	Z	Z253	T	03/07/84	02/20/84	05/24/84	SMCZ2058891
255893	12/01/83	STRX	0000224801		SSIX	11112	Z	Z253	T	03/07/84	04/02/84	05/24/84	SMCZ2058931
255899	12/01/83	STRX	0000225009		SSIX	11112	Z	Z253	T	03/07/84	06/02/84	05/24/84	SMCZ2058991
271003	08/01/84	STRX	0000224609		SSIX	11114	Z	Z203	T	12/07/84	09/20/85	09/20/85	SWPZ2710031
271006	08/01/84	STRX	0000224621		SSIX	11114	Z	Z203	T	12/07/84	11/05/84	01/16/85	SWPZ2710061
271035	11/30/84	STRX	0000224794		SSIX	11114	Z	Z203	T	01/14/85		04/17/85	SWPZ2710351
271069	01/01/85	STRX	0000224648		SSIX	11114	Z	Z203	T	04/17/85	05/05/85	04/19/85	SWPZ2710691
271115	01/01/85	STRX	0000224872		SSIX	11114	Z	Z203	T	04/17/85		06/06/85	SWPZ2711151
271156	08/01/84	STRX	0000224575		SSIX	11114	Z	Z203	T	12/07/84	12/17/84	01/16/85	WPZ 2711561
271243	08/01/84	STRX	0000224432		SSIX	11114	Z	Z203	T	12/07/84	11/05/84	01/16/85	SWPZ2712431
271252	01/01/85	STRX	0000224534		SSIX	11114	Z	Z203	T	04/17/85		06/06/85	SWPZ2712521
271257	08/01/84	STRX	0000224653		SSIX	11114	Z	Z203	T	12/07/84	12/07/84	01/16/85	SWPZ2712571
271258	11/30/84	STRX	0000224721		SSIX	11114	Z	Z203	T	01/14/85		04/17/85	SWPZ2712581
271331	01/01/85	STRX	0000224938		SSIX	11114	Z	Z203	T	04/17/85		06/06/85	SWPZ2713311
271345	11/30/84	STRX	0000224944		SSIX	11114	Z	Z203	T	01/14/85		04/17/85	SWPZ2713451
271356	11/30/84	STRX	0000224758		SSIX	11114	Z	Z203	T	01/14/85		04/17/85	SWPZ2713561

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NCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: HSRZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP.	MECH. NO.	DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
271427	08/01/84	STRX	0000224474		SSIX	11114	Z	Z203	T		12/07/84	05/02/85	04/17/85	SWP2271427
271431	01/01/85	STRX	0000224619		SSIX	11114	Z	Z203	T		04/17/85		04/19/85	SWP2271431
271433	01/01/85	STRX	0000224523		SSIX	11114	Z	Z203	T		04/17/85		06/06/85	SWP2271433
271436	01/01/85	STRX	0000224884		SSIX	11114	Z	Z203	T		04/17/85		06/06/85	SWP2271436
271447	11/30/84	STRX	0000224740		SSIX	11114	Z	Z203	T		01/14/85		04/17/85	SWP2271447
271483	11/30/84	STRX	0000224988		SSIX	11114	Z	Z203	T		01/14/85		04/17/85	SWP2271483
271487	11/30/84	STRX	0000224614		SSIX	11114	Z	Z204	T		01/14/85		04/17/85	WPZ 271487
271507	11/30/84	STRX	0000224949		SSIX	11114	Z	Z203	T		01/14/85		04/17/85	SWP2271507
271543	08/01/84	STRX	0000224838		SSIX	11114	Z	Z203	T		12/07/84	11/05/84	01/16/85	SWP2271543
271560	01/01/85	STRX	0000224644		SSIX	11114	Z	Z203	T		04/17/85	03/22/85	04/19/85	SWP2271560
272104	04/01/84	FRHX	OMAV584477		SSIX	11114	Z	Z204	T		07/23/84	09/06/84	06/25/86	WPZ 272104
272110	04/01/84	FRHX	OMAV584465		SSIX	11114	Z	Z204	T		07/23/84		06/25/86	WPZ 272110
272115	09/01/84	FRHX	OMAV584470		SSIX	11114	Z	Z204	T		09/10/84	10/06/84	06/25/86	WPZ 272115
272116	04/01/84	FRHX	OMAV584505		SSIX	11114	Z	Z204	T		07/23/84		06/25/86	WPZ 272116
272118	04/01/84	FRHX	OMAV584476		SSIX	11114	Z	Z204	T		07/23/84	09/21/84	06/25/86	WPZ 272118
272119	04/01/84	FRHX	OMAV584473		SSIX	11114	Z	Z204	T		07/23/84		06/25/86	WPZ 272119
272124	04/01/84	FRHX	OMAV584404		SSIX	11114	Z	Z204	T		07/23/84	07/09/84	06/25/86	WPZ 272124
272125	04/01/84	FRHX	OMAV584577		SSIX	11114	Z	Z204	T		07/23/84		06/25/86	WPZ 272125
272128	04/01/84	FRHX	OMAV584460		SSIX	11114	Z	Z204	T		07/23/84	08/16/84	06/25/86	WPZ 272128
272132	04/01/84	FRHX	OMAV584564		SSIX	11114	Z	Z204	T		07/23/84		06/25/86	WPZ 272132
272137	04/01/84	FRHX	OMAV584460		SSIX	11114	Z	Z204	T		07/23/84		06/25/86	WPZ 272137
272147	04/01/84	FRHX	OMAV584470		SSIX	11114	Z	Z204	T		07/23/84		06/25/86	WPZ 272147
272149	04/01/84	FRHX	OMAV584473		SSIX	11114	Z	Z204	T		07/23/84		06/25/86	WPZ 272149
272153	04/01/84	FRHX	OMAV584578		SSIX	11114	Z	Z204	T		07/23/84		06/25/86	WPZ 272153
272156	04/01/84	FRHX	OMAV584473		SSIX	11114	Z	Z204	T		07/23/84	09/15/84	06/25/86	WPZ 272156
272160	04/01/84	FRHX	OMAV584488		SSIX	11114	Z	Z204	T		07/23/84	09/08/84	06/25/86	WPZ 272160
272169	04/01/84	FRHX	OMAV584500		SSIX	11114	Z	Z204	T		07/23/84	07/13/84	06/25/86	WPZ 272169
272170	04/01/84	FRHX	OMAV584557		SSIX	11114	Z	Z204	T		07/23/84		06/25/86	WPZ 272170
272173	04/01/84	FRHX	OMAV584468		SSIX	11114	Z	Z204	T		07/23/84	08/20/84	06/25/86	WPZ 272173
272174	04/01/84	FRHX	OMAV584571		SSIX	11114	Z	Z204	T		07/23/84		06/25/86	WPZ 272174

SCHEDULE A

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RCA CAR MASTER REPORTS

ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: MSR2

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE	MECH.	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
272175	04/01/84	FRHX	OMAV584534		SSIX	11114	7	2204	T	07/23/84		06/25/86	WPZ 272175
272178	04/01/84	FRHX	OMAV584562		SSIX	11114	2	2204	T	07/23/84		06/25/86	WPZ 272178
272179	04/01/84	FRHX	OMAV584584		SSIX	11114	2	2204	T	07/23/84		06/25/86	WPZ 272179
272184	04/01/84	FRHX	OMAV584589		SSIX	11114	2	2204	T	07/23/84		06/25/86	WPZ 272184
272186	04/01/84	FRHX	OMAV584590		SSIX	11114	2	2204	T	07/23/84	09/01/84	06/25/86	WPZ 272186
272189	04/01/84	FRHX	OMAV584453		SSIX	11114	2	2204	T	07/23/84	08/05/84	06/25/86	WPZ 272189
272190	04/01/84	FRHX	OMAV584456		SSIX	11114	2	2204	T	07/23/84		06/25/86	WPZ 272190
272193	04/01/84	FRHX	OMAV584514		SSIX	11114	2	2204	T	07/23/84	08/09/84	06/25/86	WPZ 272193
272194	04/01/84	FRHX	OMAV584513		SSIX	11114	2	2204	T	07/23/84	06/24/84	06/25/86	WPZ 272194
272196	04/01/84	FRHX	OMAV584485		SSIX	11114	2	2204	T	07/23/84		06/25/86	WPZ 272196
272197	04/01/84	FRHX	OMAV584459		SSIX	11114	2	2204	T	07/23/84		06/25/86	WPZ 272197
272199	04/01/84	FRHX	OMAV584419		SSIX	11114	2	2204	T	07/23/84		06/25/86	WPZ 272199

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RGA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: HSRZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE	MECH	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
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655066	11/30/84	FRHX	OMAV584555		SSIX	11115	Z	2253	T	01/14/85	01/10/85	09/20/85	ITS 045066
655067	11/30/84	FRHX	OMAV584478		SSIX	11115	Z	2253	T	01/14/85	01/10/85	09/20/85	ITS 045067

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: MDWZ

ALTERNATE HOME ROADS

RECEIPTS END DATE

DATE LAST UPDATED

MON MON

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***** J U N C T I O N S *****
ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

02/01/87

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: MOWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE	MECH.	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
250153	01/10/85	STRX	0000224541		SSIX	11111	Z	2253	T	11/20/85		03/24/86	VSCZ250153
250154	01/10/85	STRX	0000224894		SSIX	11111	Z	2253	T	11/20/85		06/11/86	VSCZ250154
250155	01/10/85	STRX	0000224754		SSIX	11111	Z	2253	T	11/20/85		06/16/86	VSCZ250155
250156	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250157	01/10/85	STRX	0000224670		SSIX	11111	Z	2253	T	11/20/85		01/24/86	VSCZ250157
250158	01/10/85	STRX	0000224656		SSIX	11111	Z	2253	T	11/20/85		05/14/86	VSCZ250158
250159	01/10/85	STRX	0000224480		SSIX	11111	Z	2253	T	11/20/85		01/06/86	VSCZ250159
250163	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250164	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250181	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250183	01/10/85	STRX	0000228586		SSIX	11111	Z	2253	T	11/20/85		01/22/86	VSCZ250183
250192	01/10/85	STRX	0000224822		SSIX	11111	Z	2253	T	11/20/85		01/30/86	VSCZ250192
250195	01/10/85	STRX	0000224467		SSIX	11111	Z	2253	T	11/20/85		12/12/85	VSCZ250195
250196	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250197	01/10/85	STRX	0000224853		SSIX	11111	Z	2253	T	11/20/85		01/22/86	VSCZ250197
250198	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250199	01/10/85	STRX	0000224869		SSIX	11111	Z	2253	T	11/20/85		01/06/86	VSCZ250199
250200	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250201	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250203	01/10/85	STRX	0000224759		SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250204	01/10/85	STRX	0000224975		SSIX	11111	Z	2253	T	11/20/85		02/26/86	VSCZ250203
250205	01/10/85	STRX	0000224745		SSIX	11111	Z	2253	T	11/20/85		07/22/86	VSCZ250204
250206	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		06/05/86	VSCZ250205
250207	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250208	01/10/85	STRX	0000224639		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSCZ250208
250209	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		06/16/86	
250210	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250212	01/10/85	STRX	0000224956		SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250213	01/10/85	STRX	0000224850		SSIX	11111	Z	2253	T	11/20/85		06/27/86	VSCZ250212
250214	01/10/85	STRX	0000224700		SSIX	11111	Z	2253	T	11/20/85		06/04/86	VSCZ250213
250215	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		12/12/85	VSCZ250214
250216	01/10/85	STRX	0000224726		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSCZ250216
250217	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		04/21/86	
250218	01/10/85	STRX	0000224537		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSCZ250218
250219	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		01/24/86	
250220	01/10/85	STRX	0000224637		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSCZ250220
250221	01/10/85	STRX	0000224742		SSIX	11111	Z	2253	T	11/20/85		01/22/86	VSCZ250221
250222	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250223	01/10/85	STRX	0000224510		SSIX	11111	Z	2253	T	11/20/85		01/24/86	VSCZ250223
250225	01/10/85	STRX	0000224702		SSIX	11111	Z	2253	T	11/20/85		12/12/85	VSCZ250225
250226	01/10/85	STRX			SSIX	11111	Z	2253	T	11/20/85		11/20/85	
250227	01/10/85	STRX	0000224416		SSIX	11111	Z	2253	T	11/20/85		06/05/86	VSCZ250227
250228	01/10/85	STRX	0000224475		SSIX	11111	Z	2253	T	11/20/85		12/16/85	VSCZ250228

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: MOVZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
250329	01/10/85	STRX	0000224458		SSIX	11111	Z	Z253	T	11/20/85		11/20/85	VSCZ250230
250330	01/10/85	STRX	0000224458		SSIX	11111	Z	Z253	T	11/20/85		03/03/86	VSCZ250230
250331	01/10/85	STRX	0000224679		SSIX	11111	Z	Z253	T	11/20/85		02/11/86	VSCZ250231
250333	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
250334	01/10/85	STRX	0000224633		SSIX	11111	Z	Z253	T	11/20/85		01/22/86	VSCZ250234
250335	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
250337	01/10/85	STRX	0000224673		SSIX	11111	Z	Z253	T	11/20/85		12/16/85	VSCZ250237
250338	01/10/85	STRX	0000224584		SSIX	11111	Z	Z253	T	11/20/85		07/22/86	VSCZ250238
250339	01/10/85	STRX	0000224761		SSIX	11111	Z	Z253	T	11/20/85		12/16/85	VSCZ250239
250340	01/10/85	STRX	0000224954		SSIX	11111	Z	Z253	T	11/20/85		03/03/86	VSCZ250240
250341	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
250342	01/10/85	STRX	0000224557		SSIX	11111	Z	Z253	T	11/20/85		04/04/86	VSCZ250242
250343	01/10/85	STRX	0000224533		SSIX	11111	Z	Z253	T	11/20/85		01/30/86	VSCZ250243
250344	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
250345	01/10/85	STRX	0000224800		SSIX	11111	Z	Z253	T	11/20/85		03/03/86	VSCZ250245
250346	01/10/85	STRX	0000224880		SSIX	11111	Z	Z253	T	11/20/85		06/04/86	VSCZ250246
250347	01/10/85	STRX	0000224882		SSIX	11111	Z	Z253	T	11/20/85		06/04/86	VSCZ250247
250348	01/10/85	STRX	0000224428		SSIX	11111	Z	Z253	T	11/20/85		01/06/86	VSCZ250248
250349	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
250350	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
250351	01/10/85	STRX	0000224540		SSIX	11111	Z	Z253	T	11/20/85		02/11/86	VSCZ250251
250352	01/10/85	STRX	0000224923		SSIX	11111	Z	Z253	T	11/20/85		01/22/86	VSCZ250252
250353	01/10/85	STRX	0000224405		SSIX	11111	Z	Z253	T	11/20/85		12/12/85	VSCZ250253
250354	01/10/85	STRX	0000224588		SSIX	11111	Z	Z253	T	11/20/85		01/22/86	VSCZ250254
250355	01/10/85	STRX	0000224917		SSIX	11111	Z	Z253	T	11/20/85		06/05/86	VSCZ250255
250356	01/10/85	STRX	0000224556		SSIX	11111	Z	Z253	T	11/20/85		03/24/86	VSCZ250256
250357	01/10/85	STRX	0000224696		SSIX	11111	Z	Z253	T	11/20/85		12/04/85	VSCZ250257
250358	01/10/85	STRX	0000224750		SSIX	11111	Z	Z253	T	11/20/85		12/12/85	VSCZ250258
250360	01/10/85	STRX	0000224484		SSIX	11111	Z	Z253	T	11/20/85		01/20/86	VSCZ250260
250361	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
250362	01/10/85	STRX	0000224783		SSIX	11111	Z	Z253	T	11/20/85		07/23/86	VSCZ250262
250363	01/10/85	STRX	0000224583		SSIX	11111	Z	Z253	T	11/20/85		03/03/86	VSCZ250263
250364	01/10/85	STRX	0000224525		SSIX	11111	Z	Z253	T	11/20/85		06/05/86	VSCZ250264
250365	01/10/85	STRX	0000224456		SSIX	11111	Z	Z253	T	11/20/85		12/04/85	VSCZ250265
250366	01/10/85	STRX	0000224612		SSIX	11111	Z	Z253	T	11/20/85		02/26/86	VSCZ250266
250367	01/10/85	STRX	0000224873		SSIX	11111	Z	Z253	T	11/20/85		12/20/85	VSCZ250267
250368	01/10/85	STRX	0000224827		SSIX	11111	Z	Z253	T	11/20/85		04/04/86	VSCZ250268
250369	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	

250600	01/01/86	STRX	0000224464		SSIX	11111	Z	Z953	T	02/11/86		03/10/86	BCCZ250600
250602	01/01/86	STRX	0000224582		SSIX	11111	Z	Z953	T	02/11/86		06/05/86	BCCZ250602
250603	01/01/86	STRX	0000224785		SSIX	11111	Z	Z953	T	02/11/86		03/14/86	BCCZ250603
250604	01/01/86	STRX	0000224942		SSIX	11111	Z	Z953	T	02/11/86		03/24/86	BCCZ250604
250605	01/01/86	STRX	0000224948		SSIX	11111	Z	Z953	T	02/11/86		06/05/86	BCCZ250605
250606	01/01/86	STRX	0000224586		SSIX	11111	Z	Z953	T	02/11/86		06/04/86	BCCZ250606
250607	01/01/86	STRX	0000224729		SSIX	11111	Z	Z953	T	02/11/86		03/14/86	BCCZ250607
250608	01/01/86	STRX	0000224603		SSIX	11111	Z	Z953	T	02/11/86		03/31/86	BCCZ250608
250609	01/01/86	STRX	0000224706		SSIX	11111	Z	Z953	T	02/11/86		06/16/86	BCCZ250609

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG
SELECTED LESSEES : ALL

LESSEE: MDWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
250610	01/01/86	STRX	0000224914		SSIX	11111	Z	2953	T	02/11/86		07/22/86	BCCZ250610
250611	01/01/86	STRX	0000224459		SSIX	11111	Z	2953	T	02/11/86		07/22/86	BCCZ250611
250612	01/01/86	STRX	0000224819		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250612
250613	01/01/86	STRX	0000224695		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250613
250614	01/01/86	STRX	0000224790		SSIX	11111	Z	2953	T	02/11/86		03/31/86	BCCZ250614
250615	01/01/86	STRX	0000224916		SSIX	11111	Z	2953	T	02/11/86		03/31/86	BCCZ250615
250616	01/01/86	STRX	0000224963		SSIX	11111	Z	2953	T	02/11/86		07/22/86	BCCZ250616
250617	01/01/86	STRX	0000224926		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250617
250618	01/01/86	STRX	0000224996		SSIX	11111	Z	2953	T	02/11/86		03/24/86	BCCZ250618
250619	01/01/86	STRX	0000224949		SSIX	11111	Z	2953	T	02/11/86		06/04/86	BCCZ250619
250620	01/01/86	STRX	0000224780		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250620
250621	01/01/86	STRX	0000224857		SSIX	11111	Z	2953	T	02/11/86		06/05/86	BCCZ250621
250622	01/01/86	STRX	0000224746		SSIX	11111	Z	2953	T	02/11/86		07/22/86	BCCZ250622
250623	01/01/86	STRX	0000224934		SSIX	11111	Z	2953	T	02/11/86		03/31/86	BCCZ250623
250624	01/01/86	STRX	0000224521		SSIX	11111	Z	2953	T	02/11/86		03/31/86	BCCZ250624
250625	01/01/86	STRX			SSIX	11111	Z	2953	T	02/11/86		02/11/86	
250626	01/01/86	STRX	0000224626		SSIX	11111	Z	2953	T	02/11/86		06/04/86	BCCZ250626
250627	01/01/86	STRX	0000224476		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250627
250629	01/01/86	STRX	0000224561		SSIX	11111	Z	2953	T	02/11/86		06/23/86	BCCZ250629
250630	01/01/86	STRX	0000224710		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250630
250631	01/01/86	STRX	0000224482		SSIX	11111	Z	2953	T	02/11/86		03/31/86	BCCZ250631
250632	01/01/86	STRX	0000224892		SSIX	11111	Z	2953	T	02/11/86		06/05/86	BCCZ250632
250633	01/01/86	STRX	0000224940		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250633
250634	01/01/86	STRX	0000224982		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250634
250635	01/01/86	STRX	0000224960		SSIX	11111	Z	2953	T	02/11/86		07/14/86	BCCZ250635
250636	01/01/86	STRX	0000224893		SSIX	11111	Z	2953	T	02/11/86		06/23/86	BCCZ250636
250637	01/01/86	STRX	0000224704		SSIX	11111	Z	2953	T	02/11/86		03/14/86	BCCZ250637
250638	01/01/86	STRX	0000224733		SSIX	11111	Z	2953	T	02/11/86		06/16/86	BCCZ250638
250639	01/01/86	STRX	0000224601		SSIX	11111	Z	2953	T	02/11/86		06/05/86	BCCZ250639
250640	01/01/86	STRX	0000224486		SSIX	11111	Z	2953	T	02/11/86		07/22/86	BCCZ250640
250641	01/01/86	STRX	0000224641		SSIX	11111	Z	2953	T	02/11/86		03/31/86	BCCZ250641
250642	01/01/86	STRX	0000224840		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250642
250643	01/01/86	STRX	0000224457		SSIX	11111	Z	2953	T	02/11/86		06/16/86	BCCZ250643
250644	01/01/86	STRX	0000224476		SSIX	11111	Z	2953	T	02/11/86		06/16/86	BCCZ250644
250645	01/01/86	STRX	0000224651		SSIX	11111	Z	2953	T	02/11/86		06/04/86	BCCZ250645
250646	01/01/86	STRX	0000224815		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250646
250647	01/01/86	STRX	0000224445		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250647
250648	01/01/86	STRX	0000224418		SSIX	11111	Z	2953	T	02/11/86		06/27/86	BCCZ250648
250649	01/01/86	STRX	0000224435		SSIX	11111	Z	2953	T	02/11/86		06/04/86	BCCZ250649
250650	01/01/86	STRX	0000224435		SSIX	11111	Z	2953	T	02/11/86		07/22/86	BCCZ250650
250651	01/01/86	STRX	0000224973		SSIX	11111	Z	2953	T	02/11/86		06/16/86	BCCZ250651
250652	01/01/86	STRX	0000224520		SSIX	11111	Z	2953	T	02/11/86		07/14/86	BCCZ250652
250653	01/01/86	STRX	0000224659		SSIX	11111	Z	2953	T	02/11/86		07/22/86	BCCZ250653
250654	01/01/86	STRX	0000224845		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250654
250655	01/01/86	STRX	0000224451		SSIX	11111	Z	2953	T	02/11/86		07/22/86	BCCZ250655
250657	01/01/86	STRX	0000224662		SSIX	11111	Z	2953	T	02/11/86		06/16/86	BCCZ250657
250658	01/01/86	STRX	0000224423		SSIX	11111	Z	2953	T	02/11/86		03/10/86	BCCZ250658
250659	01/01/86	STRX	0000224483		SSIX	11111	Z	2953	T	02/11/86		07/22/86	BCCZ250659

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: MDWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	GRP. NO.	REVENUE	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
1270311	01/10/85	STRX	0000224752		SSIX	11111	Z	Z	2203	T	11/20/85		01/06/86	VSC2270311
1270312	01/10/85	SINA	0000224751		SSIX	11111	Z	Z	2203	T	11/20/85		01/24/86	VSC2270312
1270318	01/10/85	STRX	0000224888		SSIX	11111	Z	Z	2203	T	11/20/85		01/22/86	VSC2270318
1270323	01/10/85	STRX	0000224444		SSIX	11111	Z	Z	2203	T	11/20/85		02/11/86	VSC2270323
1270324	01/10/85	STRX	0000224767		SSIX	11111	Z	Z	2203	T	11/20/85		01/22/86	VSC2270324
1270327	01/10/85	SINA			SSIX	11111	Z	Z	2203	T	11/20/85		11/20/85	
1270328	01/10/85	STRX	0000224635		SSIX	11111	Z	Z	2203	T	11/20/85		02/11/86	VSC2270328
1270330	01/10/85	STRX			SSIX	11111	Z	Z	2203	T	11/20/85		11/20/85	
1270334	01/10/85	SINA	0000224518		SSIX	11111	Z	Z	2203	T	11/20/85		12/12/85	VSC2270334
1270335	01/10/85	STRX	0000224664		SSIX	11111	Z	Z	2203	T	11/20/85		12/20/85	VSC2270335
1270337	01/10/85	STRX	0000224443		SSIX	11111	Z	Z	2203	T	11/20/85		12/16/85	VSC2270337
1270343	01/10/85	STRX	0000224466		SSIX	11111	Z	Z	2203	T	11/20/85		01/20/86	VSC2270343
1270347	01/10/85	STRX	0000228585		SSIX	11111	Z	Z	2203	T	11/20/85		01/06/86	VSC2270347

DETAILS A

REPORT: RCAR8108
RUN DATE: 08/07/86

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: MDWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE	MECH.	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
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650192	01/10/85	STRX	0000224712		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSC2650193
650193	01/10/85	STRX	0000224675		SSIX	11111	Z	2253	T	11/20/85		01/30/86	VSC2650194
650194	01/10/85	STRX	0000224636		SSIX	11111	Z	2253	T	11/20/85		07/14/86	VSC2650195
650195	01/10/85	STRX	0000224981		SSIX	11111	Z	2253	T	11/20/85		06/04/86	VSC2650196
650196	01/10/85	STRX	0000224987		SSIX	11111	Z	2253	T	11/20/85		01/06/86	VSC2650197
650197	01/10/85	STRX	0000224978		SSIX	11111	Z	2253	T	11/20/85		06/04/86	VSC2650198
650198	01/10/85	STRX	0000224682		SSIX	11111	Z	2253	T	11/20/85		05/14/86	VSC2650200
650199	01/10/85	STRX	0000224682		SSIX	11111	Z	2253	T	11/20/85		01/24/86	VSC2650201
650200	01/10/85	STRX	0000224931		SSIX	11111	Z	2253	T	11/20/85		06/27/86	VSC2650203
650201	01/10/85	STRX	0000224734		SSIX	11111	Z	2253	T	11/20/85		12/16/85	VSC2650204
650202	01/10/85	STRX	0000224848		SSIX	11111	Z	2253	T	11/20/85		04/14/86	VSC2650205
650203	01/10/85	STRX	0000224757		SSIX	11111	Z	2253	T	11/20/85		01/22/86	VSC2650206
650204	01/10/85	STRX	0000224922		SSIX	11111	Z	2253	T	11/20/85		12/16/85	VSC2650208
650205	01/10/85	STRX	0000224886		SSIX	11111	Z	2253	T	11/20/85		12/16/85	VSC2650209
650206	01/10/85	STRX	0000224862		SSIX	11111	Z	2253	T	11/20/85		01/24/86	VSC2650210
650207	01/10/85	STRX	0000224681		SSIX	11111	Z	2253	T	11/20/85		04/04/86	VSC2650211
650208	01/10/85	STRX	0000224414		SSIX	11111	Z	2253	T	11/20/85		01/30/86	VSC2650212
650209	01/10/85	STRX	0000224500		SSIX	11111	Z	2253	T	11/20/85		01/22/86	VSC2650213
650210	01/10/85	STRX	0000224406		SSIX	11111	Z	2253	T	11/20/85		12/12/85	VSC2650214
650211	01/10/85	STRX	0000224998		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSC2650216
650212	01/10/85	STRX	0000224479		SSIX	11111	Z	2253	T	11/20/85		04/14/86	VSC2650217
650213	01/10/85	STRX	0000224545		SSIX	11111	Z	2253	T	11/20/85		01/24/86	VSC2650218
650214	01/10/85	STRX	0000224891		SSIX	11111	Z	2253	T	11/20/85		02/26/86	VSC2650219
650215	01/10/85	STRX	0000224937		SSIX	11111	Z	2253	T	11/20/85		01/06/86	VSC2650220
650216	01/10/85	STRX	0000224855		SSIX	11111	Z	2253	T	11/20/85		02/26/86	VSC2650221
650217	01/10/85	STRX	0000224618		SSIX	11111	Z	2253	T	11/20/85		04/04/86	VSC2650222

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: MDWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
650223	01/10/85	STRX	0000224627		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSC2650224
650224	01/10/85	STRX	0000224628		SSIX	11111	Z	2253	T	11/20/85		02/26/86	VSC2650224
650225	01/10/85	STRX	0000224629		SSIX	11111	Z	2253	T	11/20/85		06/04/86	VSC2650225
650226	01/10/85	STRX	0000224630		SSIX	11111	Z	2253	T	11/20/85		06/27/86	VSC2650226
650227	01/10/85	STRX	0000224631		SSIX	11111	Z	2253	T	11/20/85		03/25/86	VSC2650227
650228	01/10/85	STRX	0000224632		SSIX	11111	Z	2253	T	11/20/85		01/30/86	VSC2650228
650229	01/10/85	STRX	0000224633		SSIX	11111	Z	2253	T	11/20/85		02/11/86	VSC2650229
650230	01/10/85	STRX	0000224634		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSC2650230
650231	01/10/85	STRX	0000224635		SSIX	11111	Z	2253	T	11/20/85		12/16/85	VSC2650231
650232	01/10/85	STRX	0000224636		SSIX	11111	Z	2253	T	11/20/85		04/04/86	VSC2650232
650233	01/10/85	STRX	0000224637		SSIX	11111	Z	2253	T	11/20/85		01/06/86	VSC2650233
650234	01/10/85	STRX	0000224638		SSIX	11111	Z	2253	T	11/20/85		12/16/85	VSC2650234
650235	01/10/85	STRX	0000224639		SSIX	11111	Z	2253	T	11/20/85		07/23/86	VSC2650235
650236	01/10/85	STRX	0000224640		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSC2650236
650237	01/10/85	STRX	0000224641		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSC2650237
650238	01/10/85	STRX	0000224642		SSIX	11111	Z	2253	T	11/20/85		04/21/86	VSC2650238
650239	01/10/85	STRX	0000224643		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSC2650239
650240	01/10/85	STRX	0000224644		SSIX	11111	Z	2253	T	11/20/85		12/04/85	VSC2650240
650241	01/10/85	STRX	0000224645		SSIX	11111	Z	2253	T	11/20/85		01/30/86	VSC2650241
650242	01/10/85	STRX	0000224646		SSIX	11111	Z	2253	T	11/20/85		01/20/86	VSC2650242
650243	01/10/85	STRX	0000224647		SSIX	11111	Z	2253	T	11/20/85		12/16/85	VSC2650243
650244	01/10/85	STRX	0000224648		SSIX	11111	Z	2253	T	11/20/85		04/21/86	VSC2650244
650245	01/10/85	STRX	0000224649		SSIX	11111	Z	2253	T	11/20/85		04/14/86	VSC2650245
650246	01/10/85	STRX	0000224650		SSIX	11111	Z	2253	T	11/20/85		05/14/86	VSC2650246
650247	01/10/85	STRX	0000224651		SSIX	11111	Z	2253	T	11/20/85		12/12/85	VSC2650247
650248	01/10/85	STRX	0000224652		SSIX	11111	Z	2253	T	11/20/85		01/20/86	VSC2650248
650249	01/10/85	STRX	0000224653		SSIX	11111	Z	2253	T	11/20/85		07/14/86	VSC2650249
650250	01/10/85	STRX	0000224654		SSIX	11111	Z	2253	T	11/20/85		01/24/86	VSC2650250
650251	01/10/85	STRX	0000224655		SSIX	11111	Z	2253	T	11/20/85		01/24/86	VSC2650251
650252	01/10/85	STRX	0000224656		SSIX	11111	Z	2253	T	11/20/85		03/24/86	VSC2650252
650253	01/10/85	STRX	0000224657		SSIX	11111	Z	2253	T	11/20/85		12/16/85	VSC2650253
650254	01/10/85	STRX	0000224658		SSIX	11111	Z	2253	T	11/20/85		06/27/86	VSC2650254
650255	01/10/85	STRX	0000224659		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSC2650255
650256	01/10/85	STRX	0000224660		SSIX	11111	Z	2253	T	11/20/85		03/03/86	VSC2650256
650257	01/10/85	STRX	0000224661		SSIX	11111	Z	2253	T	11/20/85		01/20/86	VSC2650257
650258	01/10/85	STRX	0000224662		SSIX	11111	Z	2253	T	11/20/85		12/16/85	VSC2650258
650259	01/10/85	STRX	0000224663		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSC2650259
650260	01/10/85	STRX	0000224664		SSIX	11111	Z	2253	T	11/20/85		02/26/86	VSC2650260
650261	01/10/85	STRX	0000224665		SSIX	11111	Z	2253	T	11/20/85		04/14/86	VSC2650261
650262	01/10/85	STRX	0000224666		SSIX	11111	Z	2253	T	11/20/85		11/20/85	VSC2650262
650263	01/10/85	STRX	0000224667		SSIX	11111	Z	2253	T	11/20/85		02/11/86	VSC2650263
650264	01/10/85	STRX	0000224668		SSIX	11111	Z	2253	T	11/20/85		06/04/86	VSC2650264
650265	01/10/85	STRX	0000224669		SSIX	11111	Z	2253	T	11/20/85		04/14/86	VSC2650265
650266	01/10/85	STRX	0000224670		SSIX	11111	Z	2253	T	11/20/85		01/06/86	VSC2650266
650267	01/10/85	STRX	0000224671		SSIX	11111	Z	2253	T	11/20/85		04/04/86	VSC2650267
650268	01/10/85	STRX	0000224672		SSIX	11111	Z	2253	T	11/20/85		01/24/86	VSC2650268
650269	01/10/85	STRX	0000224673		SSIX	11111	Z	2253	T	11/20/85		06/23/86	VSC2650269
650270	01/10/85	STRX	0000224674		SSIX	11111	Z	2253	T	11/20/85		06/27/86	VSC2650270
650271	01/10/85	STRX	0000224675		SSIX	11111	Z	2253	T	11/20/85		06/04/86	VSC2650271

Settled Date A 50

RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: MDWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
650272	01/10/85	STRX	0000224864		SSIX	11111	Z	Z253	T	11/20/85		01/06/86	VSCZ650272
650273	01/10/85	STRX	0000224817		SSIX	11111	Z	Z253	T	11/20/85		01/22/86	VSCZ650273
650274	01/10/85	STRX	0000224977		SSIX	11111	Z	Z253	T	11/20/85		01/22/86	VSCZ650274
650275	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650276	01/10/85	STRX	0000224687		SSIX	11111	Z	Z253	T	11/20/85		02/26/86	VSCZ650276
650277	01/10/85	STRX	0000224831		SSIX	11111	Z	Z253	T	11/20/85		12/20/85	VSCZ650277
650278	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650279	01/10/85	STRX	0000224966		SSIX	11111	Z	Z253	T	11/20/85		06/05/86	VSCZ650279
650280	01/10/85	STRX	0000224905		SSIX	11111	Z	Z253	T	11/20/85		02/26/86	VSCZ650280
650281	01/10/85	STRX	0000224592		SSIX	11111	Z	Z253	T	11/20/85		12/12/85	VSCZ650281
650282	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650283	01/10/85	STRX	0000225002		SSIX	11111	Z	Z253	T	11/20/85		01/22/86	VSCZ650283
650284	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650285	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650286	01/10/85	STRX	0000224507		SSIX	11111	Z	Z253	T	11/20/85		04/04/86	VSCZ650286
650288	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650289	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650290	01/10/85	STRX	0000224465		SSIX	11111	Z	Z253	T	11/20/85		02/26/86	VSCZ650290
650291	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650292	01/10/85	STRX	0000224690		SSIX	11111	Z	Z253	T	11/20/85		03/03/86	VSCZ650292
650293	01/10/85	STRX	0000224898		SSIX	11111	Z	Z253	T	11/20/85		06/04/86	VSCZ650293
650294	01/10/85	STRX	0000224589		SSIX	11111	Z	Z253	T	11/20/85		02/11/86	VSCZ650294
650295	01/10/85	STRX	0000224439		SSIX	11111	Z	Z253	T	11/20/85		01/06/86	VSCZ650295
650296	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650297	01/10/85	STRX	0000224879		SSIX	11111	Z	Z253	T	11/20/85		01/30/86	VSCZ650297
650298	01/10/85	STRX	0000224471		SSIX	11111	Z	Z253	T	11/20/85		02/11/86	VSCZ650298
650299	01/10/85	STRX	0000224770		SSIX	11111	Z	Z253	T	11/20/85		02/11/86	VSCZ650299
650300	01/10/85	STRX	0000224410		SSIX	11111	Z	Z253	T	11/20/85		01/20/86	VSCZ650300
650301	01/10/85	STRX	0000224450		SSIX	11111	Z	Z253	T	11/20/85		01/04/86	VSCZ650301
650302	01/10/85	STRX	0000224538		SSIX	11111	Z	Z253	T	11/20/85		05/14/86	VSCZ650302
650303	01/10/85	STRX	0000224560		SSIX	11111	Z	Z253	T	11/20/85		12/12/85	VSCZ650303
650305	01/10/85	STRX	0000224427		SSIX	11111	Z	Z253	T	11/20/85		12/20/85	VSCZ650305
650306	01/10/85	STRX	0000224597		SSIX	11111	Z	Z253	T	11/20/85		01/04/86	VSCZ650306
650307	01/10/85	STRX	0000224629		SSIX	11111	Z	Z253	T	11/20/85		05/14/86	VSCZ650307
650308	01/10/85	STRX	0000224505		SSIX	11111	Z	Z253	T	11/20/85		05/20/86	VSCZ650308
650309	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650310	01/10/85	STRX	0000224412		SSIX	11111	Z	Z253	T	11/20/85		02/26/86	VSCZ650310
650311	01/10/85	STRX	0000224404		SSIX	11111	Z	Z253	T	11/20/85		04/14/86	VSCZ650311
650312	01/10/85	STRX	0000224793		SSIX	11111	Z	Z253	T	11/20/85		12/20/85	VSCZ650312
650313	01/10/85	STRX	0000224526		SSIX	11111	Z	Z253	T	11/20/85		01/24/86	VSCZ650313
650314	01/10/85	STRX	0000224895		SSIX	11111	Z	Z253	T	11/20/85		01/06/86	VSCZ650314
650315	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650316	01/10/85	STRX	0000224866		SSIX	11111	Z	Z253	T	11/20/85		12/20/85	VSCZ650316
650317	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650318	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650319	01/10/85	STRX	0000224736		SSIX	11111	Z	Z253	T	11/20/85		03/03/86	VSCZ650319
650320	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650321	01/10/85	STRX	0000224730		SSIX	11111	Z	Z253	T	11/20/85		01/22/86	VSCZ650321
650323	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	

SCHEDULE A

RCA CAR MASTER REPORTS
 ACTIVE CAR LOG
 SELECTED LESSEES : ALL

LESSEE: MDW2

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
650324	01/10/85	STRX	0000224791		SSIX	11111	Z	Z253	T	11/20/85		12/16/85	VSC2650324
650325	01/10/85	STRX	0000224831		SSIX	11111	Z	Z253	T	11/20/85		06/16/86	VSC2650325
650326	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650327	01/10/85	STRX	0000224596		SSIX	11111	Z	Z253	T	11/20/85		12/20/85	VSC2650327
650328	01/10/85	STRX	0000224968		SSIX	11111	Z	Z253	T	11/20/85		12/04/85	VSC2650328
650329	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650330	01/10/85	STRX	0000224744		SSIX	11111	Z	Z253	T	11/20/85		05/20/86	VSC2650330
650331	01/10/85	STRX	0000224735		SSIX	11111	Z	Z253	T	11/20/85		12/12/85	VSC2650331
650332	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650333	01/10/85	STRX	0000224571		SSIX	11111	Z	Z253	T	11/20/85		01/06/86	VSC2650333
650334	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650335	01/10/85	STRX	0000224531		SSIX	11111	Z	Z253	T	11/20/85		01/22/86	VSC2650335
650336	01/10/85	STRX	0000224863		SSIX	11111	Z	Z253	T	11/20/85		01/20/86	VSC2650336
650337	01/10/85	STRX	0000224502		SSIX	11111	Z	Z253	T	11/20/85		07/23/86	VSC2650337
650338	01/10/85	STRX	0000224678		SSIX	11111	Z	Z253	T	11/20/85		06/04/86	VSC2650338
650339	01/10/85	STRX	0000224488		SSIX	11111	Z	Z253	T	11/20/85		05/20/86	VSC2650339
650340	01/10/85	STRX	0000224979		SSIX	11111	Z	Z253	T	11/20/85		02/26/86	VSC2650340
650341	01/10/85	STRX	0000224925		SSIX	11111	Z	Z253	T	11/20/85		12/20/85	VSC2650341
650342	01/10/85	STRX	0000224852		SSIX	11111	Z	Z253	T	11/20/85		01/22/86	VSC2650342
650343	01/10/85	STRX	0000224799		SSIX	11111	Z	Z253	T	11/20/85		03/03/86	VSC2650343
650344	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650345	01/10/85	STRX	0000224763		SSIX	11111	Z	Z253	T	11/20/85		01/06/86	VSC2650345
650346	01/10/85	STRX	0000224829		SSIX	11111	Z	Z253	T	11/20/85		02/26/86	VSC2650346
650347	01/10/85	STRX	0000224519		SSIX	11111	Z	Z253	T	11/20/85		01/30/86	VSC2650347
650348	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	
650349	01/10/85	STRX			SSIX	11111	Z	Z253	T	11/20/85		11/20/85	

NUMBER OF ACTIVE CARS FOR THIS LESSEE : 467

REPORT: RCAR810B
RUN DATE: 08/07/86

ITEL CORPORATION - RAIL DIVISION

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SYM

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP.	NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN.	DATE LAST UPDATED	OLD CAR ID
201099	05/01/78	TRMX	0000536475		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201100	05/01/78	TRMX	0000162154		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201101	05/01/78	TRMX	0000162155		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201102	05/01/78	TRMX	0000162156		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201103	05/01/78	TRMX	0000162157		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201104	05/01/78	TRMX	0000162158		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201105	05/01/78	TRMX	0000162159		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201106	05/01/78	TRMX	0000162160		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201107	05/01/78	TRMX	0000162161		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201108	05/01/78	TRMX	0000162162		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201109	05/01/78	TRMX	0000162163		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201110	05/01/78	TRMX	0000162164		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201111	05/01/78	TRMX	0000162165		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201112	05/01/78	TRMX	0000162166		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201113	05/01/78	TRMX	0000162167		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201114	05/01/78	TRMX	0000162168		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201115	05/01/78	TRMX	0000162169		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201116	05/01/78	TRMX	0000162170		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201117	05/01/78	TRMX	0000162171		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201118	05/01/78	TRMX	0000162172		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201119	05/01/78	TRMX	0000162173		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201120	05/01/78	TRMX	0000162174		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201121	05/01/78	TRMX	0000162175		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201122	05/01/78	TRMX	0000162176		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201123	05/01/78	TRMX	0000162177		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201124	05/01/78	TRMX	0000162178		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201125	05/01/78	TRMX	0000162179		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201126	05/01/78	TRMX	0000162180		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201127	05/01/78	TRMX	0000162181		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201128	05/01/78	TRMX	0000162182		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201129	05/01/78	TRMX	0000162183		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201130	05/01/78	TRMX	0000162184		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201131	05/01/78	TRMX	0000162185		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201132	05/01/78	TRMX	0000162186		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201133	05/01/78	TRMX	0000162187		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201134	05/01/78	TRMX	0000162188		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201135	05/01/78	TRMX	0000162189		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201136	05/01/78	TRMX	0000162190		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201137	05/01/78	TRMX	0000162191		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201138	05/01/78	TRMX	0000162192		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201139	05/01/78	TRMX	0000162193		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201140	05/01/78	TRMX	0000162194		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201141	05/01/78	TRMX	0000162195		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201142	05/01/78	TRMX	0000162196		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201143	05/01/78	TRMX	0000162197		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201144	05/01/78	TRMX	0000162198		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201145	05/01/78	TRMX	0000162199		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201146	05/01/78	TRMX	0000162200		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201147	05/01/78	TRMX	0000162201		SSIX	00203	2	Z	Z203	T	05/10/78	12/30/78	09/20/85	

RCA CAR MASTER REPORT'S
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: STMZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
201148	05/01/78	TRMX	0000T62202		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201149	05/01/78	TRMX	0000T62203		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201150	05/01/78	TRMX	0000T62204		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201151	05/01/78	TRMX	0000T62205		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201152	05/01/78	TRMX	0000T62206		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201153	05/01/78	TRMX	0000T62207		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201154	05/01/78	TRMX	0000T62208		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201155	05/01/78	TRMX	0000T62209		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201156	05/01/78	TRMX	0000T62210		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201157	05/01/78	TRMX	0000T62211		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201158	05/01/78	TRMX	0000T62212		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201159	05/01/78	TRMX	0000T62213		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201160	05/01/78	TRMX	0000T62214		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201161	05/01/78	TRMX	0000T62215		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201162	05/01/78	TRMX	0000T62216		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201163	05/01/78	TRMX	0000T62217		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201164	05/01/78	TRMX	0000T62218		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201165	05/01/78	TRMX	0000T62219		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201167	05/01/78	TRMX	0000T62221		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201168	05/01/78	TRMX	0000T62222		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201169	05/01/78	TRMX	0000T62223		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201170	05/01/78	TRMX	0000T62224		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201171	05/01/78	TRMX	0000T62225		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201172	05/01/78	TRMX	0000T62226		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201173	05/01/78	TRMX	0000T62227		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201174	05/01/78	TRMX	0000T62228		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201176	05/01/78	TRMX	0000T62230		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201177	05/01/78	TRMX	0000T62231		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201178	05/01/78	TRMX	0000T62232		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201179	05/01/78	TRMX	0000T62233		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201180	05/01/78	TRMX	0000T62234		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201181	05/01/78	TRMX	0000T62235		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201182	05/01/78	TRMX	0000T62236		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201183	05/01/78	TRMX	0000T62237		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201184	05/01/78	TRMX	0000T62238		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201185	05/01/78	TRMX	0000T62239		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201186	05/01/78	TRMX	0000T62240		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201187	05/01/78	TRMX	0000T62241		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201188	05/01/78	TRMX	0000T62242		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201189	05/01/78	TRMX	0000T62243		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201190	05/01/78	TRMX	0000T62244		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201191	05/01/78	TRMX	0000T62245		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201192	05/01/78	TRMX	0000T62246		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201193	05/01/78	TRMX	0000T62247		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201194	05/01/78	TRMX	0000T62248		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201195	05/01/78	TRMX	0000T62249		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201196	05/01/78	TRMX	0000T62250		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201197	05/01/78	TRMX	0000T62251		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201198	05/01/78	TRMX	0000T62252		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	

SCHEDULE A

REPORT: RCARB108
RUN DATE: 08/07/86

ITEL CORPORATION - RAIL DIVISION

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: STMZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
201199	05/01/78	TRMX	0000T62253		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201200	05/01/78	TRMX	0000T62254		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201201	05/01/78	TRMX	0000T62255		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201202	05/01/78	TRMX	0000T62256		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201203	05/01/78	TRMX	0000T62257		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201204	05/01/78	TRMX	0000T62258		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201205	05/01/78	TRMX	0000T62259		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201206	05/01/78	TRMX	0000T62260		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201207	05/01/78	TRMX	0000T62261		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201208	05/01/78	TRMX	0000T62262		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201209	05/01/78	TRMX	0000T62263		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201210	05/01/78	TRMX	0000T62264		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201211	05/01/78	TRMX	0000T62265		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201212	05/01/78	TRMX	0000T62266		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201213	05/01/78	TRMX	0000T62267		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201214	05/01/78	TRMX	0000T62268		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201215	05/01/78	TRMX	0000T62269		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201216	05/01/78	TRMX	0000T62270		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201217	05/01/78	TRMX	0000T62271		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201218	05/01/78	TRMX	0000T62272		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201219	05/01/78	TRMX	0000T62273		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201220	05/01/78	TRMX	0000T62274		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201221	05/01/78	TRMX	0000T62275		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201222	05/01/78	TRMX	0000T62276		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201223	05/01/78	TRMX	0000T62277		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201224	05/01/78	TRMX	0000T62278		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201225	05/01/78	TRMX	0000T62279		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201226	05/01/78	TRMX	0000T62280		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201227	05/01/78	TRMX	0000T62281		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201228	05/01/78	TRMX	0000T62282		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201229	05/01/78	TRMX	0000T62283		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201230	05/01/78	TRMX	0000T62284		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201231	05/01/78	TRMX	0000T62285		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201232	05/01/78	TRMX	0000T62286		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201233	05/01/78	TRMX	0000T62287		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201234	05/01/78	TRMX	0000T62288		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201235	05/01/78	TRMX	0000T62289		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201237	05/01/78	TRMX	0000T62291		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201238	05/01/78	TRMX	0000T62292		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201240	05/01/78	TRMX	0000T62294		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201241	05/01/78	TRMX	0000T62295		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201242	05/01/78	TRMX	0000T62296		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201243	05/01/78	TRMX	0000T62297		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201244	05/01/78	TRMX	0000T62298		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201245	05/01/78	TRMX	0000T62299		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201246	05/01/78	TRMX	0000T62300		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201247	05/01/78	TRMX	0000T62301		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201249	05/01/78	TRMX	0000T62303		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201250	05/01/78	TRMX	0000T62304		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201251	05/01/78	TRMX	0000T62305		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: STMZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
201252	05/01/78	TRMX	0000T62306		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201253	05/01/78	TRMX	0000T62307		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201254	05/01/78	TRMX	0000T62308		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201255	05/01/78	TRMX	0000T62309		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201256	05/01/78	TRMX	0000T62310		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201257	05/01/78	TRMX	0000T62311		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201258	05/01/78	TRMX	0000T62312		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201259	05/01/78	TRMX	0000T62313		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201260	05/01/78	TRMX	0000T62314		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201261	05/01/78	TRMX	0000T62315		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201262	05/01/78	TRMX	0000T62316		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201263	05/01/78	TRMX	0000T62317		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201264	05/01/78	TRMX	0000T62318		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201265	05/01/78	TRMX	0000T62319		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201266	05/01/78	TRMX	0000T62320		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201267	05/01/78	TRMX	0000T62321		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201268	05/01/78	TRMX	0000T62322		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201269	05/01/78	TRMX	0000T62323		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201270	05/01/78	TRMX	0000T62324		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201271	05/01/78	TRMX	0000T62325		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201272	05/01/78	TRMX	0000T62326		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201273	05/01/78	TRMX	0000T62327		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201274	05/01/78	TRMX	0000T62328		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201275	05/01/78	TRMX	0000T62329		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201276	05/01/78	TRMX	0000T62330		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201277	05/01/78	TRMX	0000T62331		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201278	05/01/78	TRMX	0000T62332		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201279	05/01/78	TRMX	0000T62333		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201280	05/01/78	TRMX	0000T62334		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201281	05/01/78	TRMX	0000T62335		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201282	05/01/78	TRMX	0000T62336		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201283	05/01/78	TRMX	0000T62337		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201284	05/01/78	TRMX	0000T62338		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201285	05/01/78	TRMX	0000T62339		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201286	05/01/78	TRMX	0000T62340		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201287	05/01/78	TRMX	0000T62341		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201288	05/01/78	TRMX	0000T62342		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201289	05/01/78	TRMX	0000T62343		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201290	05/01/78	TRMX	0000T62344		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201291	05/01/78	TRMX	0000T62345		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201292	05/01/78	TRMX	0000T62346		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201293	05/01/78	TRMX	0000T62347		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201294	05/01/78	TRMX	0000T62348		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201295	05/01/78	TRMX	0000T62349		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201296	05/01/78	TRMX	0000T62350		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201297	05/01/78	TRMX	0000T62351		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201298	05/01/78	TRMX	0000T62352		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201299	05/01/78	TRMX	0000T62353		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	

NUMBER OF ACTIVE CARS FOR THIS LESSEE : 291

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SWPZ

ALTERNATE HOME ROADS

RECEIPTS END DATE

DATE LAST UPDATED

VP MP UP

10/24/83

..... J U N C T I O N S
ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

ALTERNATE CLAIMS ADDRESS

CAR ACCTG. ROOM 951
210 N. 13TH STREET
ST. LOUIS

MO 63103

REFERENCE A

RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SWPZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	GRP. NO.	REVENUE	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
271256	09/01/82	STRX	224805		SS1X	00376	Z	Z203	T	11/29/82	08/18/83	WPZ	271256	

NUMBER OF ACTIVE CARS FOR THIS LESSEE : 1

SCHEDULE A

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG
SELECTED LESSEES : ALL

LESSEE: VSCZ

ALTERNATE HOME ROADS RECEIPTS END DATE DATE LAST UPDATED

VS 11/02/83

***** J U N C T I O N S *****
ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

RCA CAR MASTER REPORTS
 ACTIVE CAR LOG
 SELECTED LESSEES : ALL

LESSEE: VSCZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
250156	01/01/84	STRX	0000224522		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SMCZ205865
250163	01/01/84	STRX	0000224897		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SMCZ205880
250164	01/01/84	STRX	0000224630		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SMCZ205723
250181	01/01/84	STRX	0000224784		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SWPZ271564
250196	01/01/84	STRX	0000224903		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SWPZ271540
250198	01/01/84	STRX	0000224594		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SWPZ271336
250200	01/01/84	STRX	0000224608		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	WPZ 271051
250201	01/01/84	STRX	0000224912		SSIX	00002	Z	Z253	T	04/02/84	02/08/84	09/20/85	WPZ 271082
250202	01/01/84	STRX	0000224999		SSIX	00002	Z	Z253	T	04/02/84	02/16/84	09/20/85	SWPZ271150
250206	01/01/84	STRX	0000224615		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SWPZ271251
250209	01/01/84	STRX	0000224623		SSIX	00002	Z	Z253	T	04/02/84	02/15/84	09/20/85	SWPZ271262
250209	01/01/84	STRX	0000224549		SSIX	00002	Z	Z253	T	04/02/84	02/21/84	09/20/85	SWPZ271324
250210	01/01/84	STRX	0000224717		SSIX	00002	Z	Z253	T	04/02/84	02/03/84	09/20/85	SWPZ271372
250211	01/01/84	STRX	0000224766		SSIX	00002	Z	Z253	T	04/02/84	02/09/84	09/20/85	SWPZ271385
250215	01/01/84	STRX	0000224806		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SWPZ271524
250217	01/01/84	STRX	0000225001		SSIX	00002	Z	Z253	T	04/02/84	02/23/84	09/20/85	WPZ 271562
250219	01/01/84	STRX	0000224899		SSIX	00002	Z	Z253	T	04/02/84	03/14/84	09/20/85	SWPZ271571
250222	01/01/84	STRX	0000227787		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	WPZ 271007
250226	01/01/84	STRX	0000224440		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SWPZ271125
250229	01/01/84	STRX	0000224490		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SWPZ271242
250233	01/01/84	STRX	0000224599		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SWPZ271422
250235	01/01/84	STRX	0000224650		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SWPZ271465
250241	01/01/84	STRX	0000224846		SSIX	00002	Z	Z253	T	04/02/84	02/16/84	09/20/85	SWPZ271074
250244	01/01/84	STRX	0000224772		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SWPZ271530
250249	01/01/84	STRX	0000224913		SSIX	00002	Z	Z253	T	04/02/84	03/23/84	09/20/85	WPZ 271364
250250	01/01/84	STRX	0000224421		SSIX	00002	Z	Z253	T	04/02/84	03/15/84	09/20/85	WPZ 271492
250261	01/01/84	STRX	0000224506		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	WPZ 271573
250269	01/01/84	STRX	0000224877		SSIX	00002	Z	Z253	T	04/02/84		09/20/85	SWPZ271498
270327	01/01/84	STRX	0000224737		SSIX	00003	Z	Z203	T	04/02/84		07/09/84	SMCZ205665
270330	01/01/84	STRX	0000224776		SSIX	00003	Z	Z203	T	04/02/84		05/22/84	SMCZ205706

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: VSCZ

650192	01/01/84	STRX	0000224676	SSIX	00001	Z	2253	T	04/02/84	02/14/84	09/20/85	SWP2271565
650202	01/01/84	STRX	0000224908	SSIX	00001	Z	2253	T	04/02/84	02/15/84	09/20/85	SWP2271472
650207	01/01/84	STRX	0000224686	SSIX	00001	Z	2253	T	04/02/84	02/09/84	09/20/85	SWP2271420
650215	01/01/84	STRX	0000224453	SSIX	00001	Z	2253	T	04/02/84	03/14/84	09/20/85	SWP2271330
650223	01/01/84	STRX	0000224604	SSIX	00001	Z	2253	T	04/02/84	04/11/84	09/20/85	WPZ 271080
650230	01/01/84	STRX	0000224860	SSIX	00001	Z	2253	T	04/02/84	02/17/84	09/20/85	WPZ 271056
650234	01/01/84	STRX	0000224839	SSIX	00001	Z	2253	T	04/02/84	02/01/84	09/20/85	WPZ 271049
650236	01/01/84	STRX	0000224753	SSIX	00001	Z	2253	T	04/02/84	01/26/84	09/20/85	SWP2271043
650237	01/01/84	STRX	0000224771	SSIX	00001	Z	2253	T	04/02/84	02/27/84	09/20/85	SWP2271121
650239	01/01/84	STRX	0000224859	SSIX	00001	Z	2253	T	04/02/84	01/23/84	09/20/85	SWP2271066
650253	01/01/84	STRX	0000224672	SSIX	00001	Z	2253	T	04/02/84	02/29/84	09/20/85	SWP2271037
650259	01/01/84	STRX	0000224887	SSIX	00001	Z	2253	T	04/02/84	02/07/84	09/20/85	SWP2271383
650262	01/01/84	STRX	0000224430	SSIX	00001	Z	2253	T	04/02/84	02/14/84	09/20/85	SWP2271352
650275	01/01/84	STRX	0000224636	SSIX	00001	Z	2253	T	04/02/84	01/19/84	09/20/85	SWP2271310
650278	01/01/84	STRX	0000224718	SSIX	00001	Z	2253	T	04/02/84	01/23/84	09/20/85	SWP2271302
650282	01/01/84	STRX	0000224711	SSIX	00001	Z	2253	T	04/02/84	02/10/84	09/20/85	SWP2271292
650284	01/01/84	STRX	0000224624	SSIX	00001	Z	2253	T	04/02/84	02/29/84	09/20/85	SWP2271289
650285	01/01/84	STRX	0000224409	SSIX	00001	Z	2253	T	04/02/84	02/10/84	09/20/85	SWP2271285
650288	01/01/84	STRX	0000224496	SSIX	00001	Z	2253	T	04/02/84	01/25/84	09/20/85	SWP2271185
650289	01/01/84	STRX	0000224713	SSIX	00001	Z	2253	T	04/02/84	02/17/84	09/20/85	SWP2271165
650291	01/01/84	STRX	0000224544	SSIX	00001	Z	2253	T	04/02/84	02/08/84	09/20/85	WPZ 271158
650309	01/01/84	STRX	0000224983	SSIX	00001	Z	2253	T	04/02/84	02/22/84	09/20/85	SWP2271152
650315	01/01/84	STRX	0000224946	SSIX	00001	Z	2253	T	04/02/84	02/03/84	09/20/85	SWP2271145
650317	01/01/84	STRX	0000224732	SSIX	00001	Z	2253	T	04/02/84	02/16/84	09/20/85	SWP2271137
650318	01/01/84	STRX	0000224902	SSIX	00001	Z	2253	T	04/02/84	03/05/84	09/20/85	SWP2271133
650320	01/01/84	STRX	0000224420	SSIX	00001	Z	2253	T	04/02/84	01/26/84	09/20/85	SWP2271129
650323	01/01/84	STRX	0000224951	SSIX	00001	Z	2253	T	04/02/84	02/15/84	09/20/85	WPZ 271095
650326	01/01/84	STRX	0000224909	SSIX	00001	Z	2253	T	04/02/84			
650329	01/01/84	STRX	0000224961	SSIX	00001	Z	2253	T	04/02/84			
650332	01/01/84	STRX	0000224498	SSIX	00001	Z	2253	T	04/02/84			

Schedule A

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: VSCZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP.	NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
650334	01/01/84	STRX	0000224548		SSIX	00001	Z	Z	2253	T	04/02/84	01/26/84	09/20/85	WPZ 271078
650344	01/01/84	STRX	0000224543		SSIX	00001	Z	Z	2253	T	04/02/84	01/31/84	09/20/85	SWPZ271030
650348	01/01/84	STRX	0000224692		SSIX	00001	Z	Z	2253	T	04/02/84	02/04/84	09/20/85	SWPZ271016
650349	01/01/84	STRX	0000224910		SSIX	00001	Z	Z	2253	T	04/02/84	02/10/84	09/20/85	SWPZ271001

NUMBER OF ACTIVE CARS FOR THIS LESSEE : 102

RCA CAR MASTER REPORTS
ACTIVE CAR LOG SELECTED LESSEES : ALL

LESSEE: WPZ

ALTERNATE HOME ROADS RECEIPTS END DATE DATE LAST UPDATED

UP MP WP 01/76 03/23/82

..... J U N C T I O N S
ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

NOTE : CLAIMS ARE NOT PRODUCED FOR THIS LESSEE

EXHIBIT A

SCHEDULE A M

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ITEL CORPORATION - RAIL DIVISION

RCA CAR MASTER REPORTS
 ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: WPZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	GRP. NO.	REVENUE	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
271022	06/01/80	STRX	0000224943		SSIX	00376	Z	Z203	T	06/24/80	06/29/80	03/20/85		
271211	06/01/80	STRX	0000224991		SSIX	00376	Z	Z203	T	06/24/80	06/30/80	03/20/85		
271265	06/01/80	STRX	0000224778		SSIX	00376	Z	Z203	T	06/24/80	08/24/80	03/20/85		

NUMBER OF ACTIVE CARS FOR THIS LESSEE : 6

SCHEDULE B

HELLER FINANCIAL, INC.

LOAN AND SECURITY AGREEMENT

WITH

ITEL RAIL CORPORATION

DATED AS OF

September 30, 1986

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LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement ("Agreement"), dated as of this 30th day of September, 1986, by and between ITEL Rail Corporation, a Delaware corporation with its principal place of business and chief executive office at 55 Francisco Street, San Francisco, California 94133 (the "Borrower"), and Heller Financial, Inc., a Delaware corporation with an office at 105 West Adams Street, Chicago, Illinois 60603 (the "Lender"):

W I T N E S S E T H:

WHEREAS, in connection with (i) the restructuring of the Borrower's outstanding indebtedness consisting of equipment trust certificates of several series upon terms and conditions satisfactory to the holders of all of such certificates; and (ii) the continued working capital needs of the Borrower subsequent to such restructuring, the Borrower desires to borrow up to Eighty Million Dollars (\$80,000,000) from the Lender, and the Lender is willing to make certain loans to the Borrower of up to such amount upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and of any loans or extensions of credit heretofore, now or hereafter made to or for the benefit of the the Borrower by the Lender, the parties hereto hereby agree as follows:

1. DEFINITIONS.

1.1 General Terms. When used herein, the following terms shall have the following meanings:

"Accounts" shall mean all of the Borrower's presently existing and hereafter arising or acquired accounts, accounts receivable, margin accounts, futures positions, book debts, causes of action, choses in action, notes, drafts, acceptances, chattel paper, and other forms of obligations now or hereafter owned or held by or payable to the Borrower relating in any way to Inventory or Excluded Rolling Stock or arising from the sale or lease of Inventory or Excluded Rolling Stock or the rendering of services by the Borrower or howsoever otherwise arising, including the right to payment of any interest or finance charges with respect thereto, together with all Inventory represented by any of the Accounts; all such Inventory that may be reclaimed or repossessed or returned to the Borrower; all of the Borrower's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all pledged assets and all letters of credit, guaranty claims, liens, and security interests held by or granted to the Borrower to secure payment of any Accounts and which are delivered for or on behalf of any Account Debtor; all proceeds and products and any accessions to all of the foregoing

described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all customer lists, ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer prepared information relating to any of the foregoing.

"Account Debtor" shall mean the party who is obligated on or under an Account, including, with respect to any Account constituting a per diem car hire Account, the Person responsible on behalf of the lessee of such Rolling Stock for remitting payment on such Account to the Borrower.

"Affiliate" shall mean any Person (a) that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the Borrower, (b) that directly or beneficially owns or holds 20% or more of any equity interest in the Borrower, or (c) 20% or more of whose voting stock (or in the case of a Person which is not a corporation, 20% or more of any equity interest) is owned directly or beneficially or held by the Borrower and shall include all officers and directors of the Borrower, the Guarantor or any entity deemed an Affiliate hereunder, but shall exclude any Person who would otherwise be deemed to be an Affiliate hereunder solely as a result of the equity interest in the Borrower received by such Person pursuant to the Restructuring Agreement.

"Amended ETC Series Trusts" shall have the meaning set forth in the Equipment Trust Agreement.

"Amended Trust Certificates" shall have the meaning set forth in the Equipment Trust Agreement.

"Assets" shall have the meaning usually given that term in accordance with Generally Accepted Accounting Principles.

"Borrower" shall mean ITEL Rail Corporation, a Delaware corporation, and shall exclude the Short Line Railroads and any other Subsidiary or Affiliate.

"Business Day" shall mean any day other than a day on which banks in Chicago, Illinois or San Francisco, California are authorized or required to be closed.

"Cash Equivalents" shall mean (i) bank certificates of deposit, bankers' acceptances or time deposits (but only with banks (x) which do not have set-off rights against the foregoing and (y) having a combined capital and surplus in excess of \$500 million), (ii) commercial paper maturing within one year rated at least A-1 or the equivalent thereof

by Standard & Poors Corporation or P-1 or the equivalent thereof by Moody's Investor Service, Inc., or (iii) obligations maturing within one year issued or directly and fully guaranteed by the United States Government or any agency thereof.

"Casualty" shall mean any damage or occurrence with respect to an item of Collateral which renders such Collateral unusable in the ordinary course of the user's business and which cannot be repaired in a cost-effective manner as determined by the Borrower in the exercise of its reasonable business judgment.

"Casualty Value" shall mean, with respect to (a) any item of Rolling Stock which is subject to a Casualty, an amount determined in accordance with Rule 107 of the Association of American Railroads Field Manual of Interchange Rules, or any successor rule thereto, or (b) any other item of Collateral which is subject to a Casualty, an amount equal to the fair market value of such item of Collateral at the time of such Casualty.

"Closing Fee" shall have the meaning set forth in subsection 2.10 hereof.

"Collateral" shall mean all property and interests in property now owned or hereafter acquired by the Borrower in or upon which a security interest, lien or mortgage is now or hereafter granted to the Lender by the Borrower in accordance with Section 5 hereof.

"Conversion Date" shall mean each six month anniversary date of the date hereof which occurs during the Initial Term or any Renewal Term; provided, however, that if such date shall be a day other than a Business Day, then such Conversion Date shall be deemed to be the next succeeding Business Day.

"Current Asset Base" shall have the meaning ascribed thereto in subsection 2.1 hereof.

"Current Liabilities" shall mean all of the following Liabilities of the Borrower and the Restricted Subsidiaries on a consolidated basis: accounts payable, Indebtedness payable on demand or within one year from the date of determination without any option on the part of the obligor to extend or renew beyond such year, the outstanding balance of the Revolving Loan hereunder, and the current portion of long term Indebtedness required to be paid within one year.

"Default" shall mean an event which through the passage of time or the service of notice or both would mature into an Event of Default.

"Default Rate" shall mean a fluctuating or fixed interest rate per annum, as the case may be, equal to the sum of (a) the otherwise applicable Normal Rate, plus (b) 3%. In the event that the applicable Normal Rate is a fluctuating rate, then such interest rate shall be a fluctuating rate and each change in such interest rate shall take effect simultaneously with the corresponding change in the applicable Normal Rate.

"Eligible Accounts" shall have the meaning ascribed thereto in subsection 3.2 hereof.

"Equipment" shall mean all of the property of the Borrower constituting "equipment" for purposes of the Code, including, without limitation, process equipment, conveyors, machine tools, data processing and computer equipment with software and peripheral equipment (other than software and peripheral equipment constituting part of the Accounts), and all engineering, processing and manufacturing equipment, office machinery, furniture, materials handling equipment, tools, attachments, accessories, automotive equipment, trailers, trucks, forklifts, molds, dies, stamps, motor vehicles and other equipment of every kind and nature, and fixtures not forming part of the Borrower's real estate, all whether now owned or hereafter acquired, and wherever situated, together with all additions and accessions thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel, and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products, proceeds and condemnation awards with respect to the foregoing; provided, that the foregoing shall not be deemed to include Inventory or Excluded Rolling Stock.

"Equipment Trust Agreement" shall mean the Consolidated, Amended and Restated Equipment Trust Agreement dated as of January 1, 1982 among the Trustee, the Guarantor and the Borrower, as amended by the First Amendment to the Consolidated, Amended, and Restated Equipment Trust Agreement.

"Equipment Trust Certificate" shall mean each of these equipment trust certificates issued pursuant to the Equipment Trust Agreement.

"Event of Default" shall mean the occurrence or existence of any one or more of the following events: (a) the Borrower fails to pay any Obligation hereunder which constitutes a principal payment when such principal payment is due or is declared due or the Borrower fails to pay any Obligation which constitutes a scheduled interest or annual service fee payment within five (5) days following the date on which such scheduled interest or annual service fee payment is due or the Borrower fails to pay any other Obligation hereunder within five (5) days following written notice

by the Lender to the Borrower that such Obligation is past due; (b) the Borrower or the Guarantor fails or neglects to perform, keep or observe any of the covenants or agreements contained in any of the subsections of this Agreement or in any of the other Financing Agreements for a period of ten (10) days or more following written notice of such failure by the Lender to the Borrower (other than occurrences referred to or embodied in other provisions of this subsection); (c) any warranty or representation now or hereafter made by the Borrower or the Guarantor in connection with this Agreement or any of the other Financing Agreements, or any schedule, certificate, statement, report, financial data, notice, or writing (excluding the Projections) furnished at any time by the Borrower or the Guarantor to the Lender, misstates any fact set forth therein or omits any fact required to be set forth therein as of the date on which the facts set forth therein are stated or certified, and (i) such misstatement or omission occurs under circumstances indicating that such misstatement or omission was knowingly or intentionally made and such misstatement or omission is material in any respect or (ii) such misstatement or omission is material as it relates to the Borrower's business, operations or financial condition or the value of the Collateral; (d) any lien, levy, or assessment is filed or recorded with respect to all or any material part of the Collateral or the assets of the Borrower by the United States, or any department, agency or instrumentality thereof, or by any state, county, municipality or other governmental agency and on or before the twentieth (20th) day thereafter such lien, levy or assessment is not released, dismissed, stayed or lifted, except as otherwise permitted by clause (i) of subsection 8.1; (e) all or any material part of the Collateral or the assets of the Borrower are attached, seized, subjected to a writ or distress warrant, or levied upon, or comes within the possession or control of any judgment creditor, receiver, trustee, custodian or assignee for the benefit of creditors and on or before the twentieth (20th) day thereafter such Collateral or assets are not returned to the Borrower as applicable or such writ, distress warrant or levy is not dismissed, stayed or lifted; (f) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt or receivership law or statute is filed by either of the Borrower or the Guarantor or any such action is filed against either of the Borrower or the Guarantor and not stayed or dismissed within thirty (30) days thereafter with respect to the Borrower or sixty (60) days thereafter with respect to the Guarantor, or either of the Borrower or the Guarantor makes an assignment for the benefit of creditors or either of the Borrower or the Guarantor takes any action to authorize any of the foregoing; (g) either of the Borrower or the Guarantor voluntarily or involuntarily dissolves or is dissolved, terminates or is terminated, liquidates or is liquidated; (h) either of the Borrower or the Guarantor fails generally to pay its Liabilities (or debts in the case of the

Guarantor) as they become due; (i) the Borrower is enjoined, restrained, or in any way prevented by the order of any court or any administrative or regulatory agency from conducting all or any material part of its business if such injunction or restraint has a material adverse effect on the financial condition of the Borrower; (j) any default(s) or breach(es) under any agreement(s) evidencing Indebtedness of the Borrower in an aggregate amount exceeding \$1,000,000 shall occur and shall continue after any applicable grace period specified in any such document(s) if the effect of such default(s) or breach(es) is to accelerate the maturity of any such Indebtedness or any such Indebtedness shall be declared to be due and payable, or be required to be prepaid (other than by a regularly scheduled or required prepayment), prior to the stated maturity thereof; (k) any default(s) or breach(es) under any agreement evidencing Indebtedness of the Guarantor in an aggregate amount exceeding \$10,000,000 shall occur and shall continue after any applicable grace period specified in such document(s) if the effect of such default(s) or breach(es) is to accelerate the maturity of any of such Indebtedness, or any such Indebtedness shall be declared to be due and payable, or be required to be prepaid (other than a regularly scheduled or required prepayment), prior to the stated maturity thereof; (l) entry of a judgment or judgments against the Borrower in excess of \$1,000,000 in the aggregate which are not stayed, bonded, vacated, paid or discharged within thirty (30) days after entry; (m) termination of any Plan which results in the imposition of a lien, security interest or encumbrance on any part of the Collateral or on any material part of the Borrower's other assets and on or before the twentieth (20th) day thereafter, such lien, security interest or encumbrance is not released, dismissed, stayed or lifted; (n) the loss, suspension, revocation or failure to renew any license or permit now held or hereafter acquired by the Borrower, which loss, suspension, revocation or failure to renew has a material adverse effect on the financial condition of the Borrower, or (o) the Borrower fails to perform, keep or observe any of the covenants contained in subsections 3.5, 7.5, 7.6, 7.10, 7.11, 7.12, or 7.13 or in Section 8 hereof for a period of five (5) days or more following written notice of such failure by the Lender to the Borrower; or (p) the Borrower fails to perform, keep or observe the covenants contained in clause (vi) of subsection 7.1.

"Excluded Rolling Stock" shall mean those railroad cars, trailers and related items (i) listed on Exhibit 1.1B or (ii) acquired in accordance with the provisions of subsections 5.4 and 8.1 hereof, as such of the foregoing may be remarked with new or different identification numbers from time to time.

"Financing Agreements" shall mean all agreements, instruments and documents, including, without limitation,

security agreements, loan agreements, notes, guarantees, mortgages, deeds of trust, subordination agreements, pledges, powers of attorney, consents, assignments, contracts, notices, leases, financing statements and all other written matter whether heretofore, now, or hereafter executed by or on behalf of the Borrower or the Guarantor and delivered to the Lender in connection with this Agreement.

"Generally Accepted Accounting Principles" shall mean, as of the date of any determination with respect thereto, generally accepted accounting principles as used by the Financial Accounting Standards Board and/or the American Institute of Certified Public Accountants, consistently applied and maintained throughout the periods indicated.

"General Intangibles" shall mean all of the Borrower's presently owned or hereafter acquired goodwill, choses in action, causes of action, franchises, methods, sales or leasing literature, drawings, specifications, descriptions, name plates, catalogs, dealer contracts, supplier contracts, distributor agreements, confidential information, consulting agreements, employment agreements, contract rights, engineering contracts, leasehold interests in real and personal property, including, without limitation, insurance policies (including business interruption insurance) and such other assets which uniquely reflect the goodwill of the business of the Borrower; deposit amounts, letters of credit, and General Intangibles relating to other items of Collateral, including without limitation, rights to refunds or indemnification and reversionary rights to pension fund assets; and proceeds of all of the foregoing, including without limitation, insurance proceeds, including proceeds of business interruption insurance, income tax refunds, and claims for tax or other refunds against any city, county, state, or federal government, or any agency or authority or other subdivision thereof.

"Guarantor" shall mean Itel Corporation, a Delaware corporation.

"Guaranty" shall mean the unsecured Guaranty of the Obligations of even date herewith by the Guarantor in favor of the Lender.

"Indebtedness" shall mean at a particular time, (a) indebtedness for borrowed money or for the deferred purchase price of property or services in respect of which a Person is liable, contingently or otherwise, as obligor, guarantor or otherwise or any commitment by which a Person assures a creditor against loss, including without limitation, as to the Borrower, the Obligations, the Subordinated Obligations, obligations under conditional sales contracts, and obligations to former Trust Certificate holders issued in connection with the Restructuring Agreements, (b) obligations under leases which shall have been or should be, in

accordance with Generally Accepted Accounting Principles, recorded as capital leases in respect of which obligations a Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations a Person assures a creditor against loss, and (c) any obligation of a Person to a "multiemployer plan" as such term is defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

"Initial Term" shall have the meaning ascribed thereto in subsection 2.8 hereof.

"Intellectual Property" shall mean all of the Borrower's present and future designs, patents, patent rights and applications therefor, trademarks and registrations or applications therefor, trade names, inventions, copyrights and all applications and registrations therefor, software or computer programs, license rights, trade secrets, methods, processes, knowhow, drawings, specifications, descriptions, and all memoranda, notes, and records with respect to any research and development, whether now owned or hereafter acquired by the Borrower, and proceeds of all of the foregoing, including, without limitation, proceeds of insurance policies thereon.

"Inventory" shall mean all of the property of the Borrower constituting "inventory" for purposes of the Code of every kind and description, now or at any time hereafter owned by the Borrower, wherever located, including, but not limited to, all merchandise, raw materials, parts, supplies, work-in-process and finished goods intended for sale or lease (including without limitation Rolling Stock but excluding Excluded Rolling Stock), together with all the containers, packing, packaging, shipping and similar materials related thereto, and including such inventory as is temporarily out of Borrower's custody or possession, including inventory on the premises of others and items in transit, and including any returns and repossessions upon any accounts, documents, instruments or chattel paper relating to or arising from the sale or lease of Rolling Stock (excluding Excluded Rolling Stock), inventory, and all substitutions and replacements therefor, and all additions and accessions thereto, and all ledgers, books of account, records, computer printouts, computer runs, and other computer prepared information relating to any of the foregoing, and any and all proceeds of any of the foregoing, including, without limitation, proceeds of insurance policies thereon.

"Liabilities" shall mean as of the date of any determination thereof, the total liabilities of the Borrower and the Restricted Subsidiaries, on a consolidated basis determined in accordance with Generally Accepted Accounting Principles.

"LIBOR Rate" shall mean, with respect to any calendar month, an interest rate equal to the arithmetic average of the one-month LIBOR rate for the first five London business days of such calendar month, rounded to the nearest one hundredth percent. The term "one-month LIBOR rate," as used in the preceding sentence, shall mean the per annum offered rate at the 11:00 A.M. (London time) fixing for one-month eurodollar deposits as displayed by Reuters on the page RMEY entitled "London Eurodollar Deposit Rates 1100," and the term "London business day" shall mean a day on which banks are dealing in eurodollar deposits in London, England.

"Normal Rate" shall mean the interest rate selected by the Borrower pursuant to Section 2.6 of this Agreement as being applicable to the Revolving Loan or the Term Loan, as the case may be, in the absence of an Event of Default.

"Obligations" shall mean all of the Borrower's obligations, liabilities and indebtedness arising under this Agreement or any other Financing Agreement to the Lender and/or any Participant and/or to any affiliate of the Lender of any and every kind and nature, whether heretofore, now or hereafter owing, arising, due or payable and howsoever evidenced, created, incurred, acquired, or owing, whether primary, secondary, direct, indirect, contingent, fixed or otherwise (including obligations of performance) and whether arising or existing under written agreement, oral agreement or operation of law.

"Participant" shall mean any Person now or from time to time hereafter participating with the Lender in the loans made by the Lender to the Borrower pursuant to this Agreement.

"Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party, or government (whether national, federal, state, provincial, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

"Plan" shall mean any employee benefit or other plan maintained for the employees of the Borrower and covered by Title IV of ERISA.

"Prime Rate" shall mean an interest rate equal to the arithmetic average of the highest per annum rate as announced from time to time by each of The First National Bank of Chicago at its principal office in Chicago, Illinois, and Morgan Guaranty and Trust Company of New York, N.A. at its principal office in New York, New York, respectively, as its corporate base rate or equivalent for domestic commercial loans.

"Projections" shall mean the projected balance sheets, profit and loss statements, and cash flow statements of the Borrower, prepared in accordance with Generally Accepted Accounting Principles, together with appropriate supporting details and a statement of underlying assumptions, which have been and will be delivered to the Lender in accordance with the terms hereof by the Borrower, a copy of the first of which is attached hereto as Exhibit 6.4-2.

"Renewal Term" shall have the meaning ascribed thereto in subsection 2.8 hereof.

"Reportable Event" shall have the meaning assigned to that term in Title IV of ERISA.

"Restricted Subsidiary" shall mean any Subsidiary which the Borrower has designated in writing to the Lender as being subject to subsection 8.12 hereof, as such designation may be amended from time to time; provided, that each of the Borrower's existing Subsidiaries shall initially be deemed to be a Restricted Subsidiary.

"Restructuring" shall mean the restructuring of the debt and equity of the Borrower contemplated by the Restructuring Agreements.

"Restructuring Agreements" shall mean the contracts, agreements and instruments listed on Exhibit 1.1C hereto, in form and substance satisfactory to the Lender, between the Borrower and the parties listed thereon pursuant to which, on the date hereof, (i) the Guarantor will invest at least \$26,000,000 in cash in the Borrower as Subordinated Obligations, the terms of such subordination to be contained in the Subordination Agreement; (ii) all of the holders of the Borrower's Amended Trust Certificates Series 1976-1, 1977-1, 1977-2, 1978-1, 1978-2, 1978-3 and 1978-4 will exchange such Amended Trust Certificates for (a) cash equal to the sum of (1) \$108,600,000 and (2) an amount equal to interest accrued on \$128,000,000 at a 10% per annum rate from August 1, 1986 through the date hereof, (b) an aggregate of \$20,000,000 principal amount of 9.5% notes due 1993 and 10% notes due 1996 of the Borrower and (c) an aggregate of 20% of the common stock of the Borrower; and (iii) the Amended ETC Series Trusts will terminate and title to the Trust Equipment covered thereby will be transferred from the Trustee to the Borrower.

"Revolving Loan" shall have the meaning ascribed thereto in subsection 2.1 hereof.

"Rolling Stock" shall mean all railroad cars, trailers and other items of rolling stock, spare parts and other items of Inventory related thereto now owned or hereaf-

ter acquired by the Borrower, wherever located, other than Excluded Rolling Stock.

"Secondary CD Rate" shall mean, with respect to any calendar month, an interest rate equal to the arithmetic average of the one-month secondary CD rate for the first five Business Days of such calendar month, rounded to the nearest one hundredth percent. The term "one-month secondary CD rate," as used in the preceding sentence, shall mean the per annum rate shown for one-month certificates of deposit of major United States money market banks in the secondary market in the Federal Reserve statistical release H.15(519) or, if such publication shall be suspended or terminated, the arithmetic average of the quotations for such rate received by the Lender from three New York certificate of deposit dealers of recognized standing.

"Security Agreement" shall mean the Security Agreement of even date herewith between the Borrower and the Lender.

"Short Line Railroads" shall mean the short line railroads now held by the Borrower as Subsidiaries and listed on Exhibit 1.1D hereto or short line railroads subsequently acquired by the Borrower in accordance herewith and held by the Borrower as Subsidiaries.

"Solvency Affidavit" shall mean the Affidavit of Solvency of even date herewith executed by the chief executive officer of the Borrower in favor of the Lender.

"Solvent" shall mean, when used with respect to any Person, that (i) the fair salable value of its Assets is in excess of the total amount of its bona fide Liabilities (including for purposes of this definition all liabilities, whether or not reflected on a balance sheet prepared in accordance with Generally Accepted Accounting Principles, and whether direct or indirect, fixed or contingent, disputed or undisputed); and (ii) it is able to pay its debts or obligations in the ordinary course as they mature; and (iii) that Person has capital sufficient to carry on its business and all business in which it is about to engage.

"Subordinated Obligations" shall mean collectively the "Subordinated Debt" and "Preferred Stock" as defined in Schedule A to the Subordination Agreement and other Indebtedness or obligations hereafter owing by the Borrower to the Guarantor and which are subject to the Subordination Agreement.

"Subordination Agreement" shall mean the Subordination Agreement of even date herewith between the Guarantor and the Lender.

"Subsidiary" shall mean each of the Short Line Railroads and each other Person in which the Borrower now or hereafter owns, directly or indirectly, 25% or more of such Person's outstanding Voting Stock (or in the case of a Person which is not a corporation, 25% or more of the outstanding voting interest in such Person).

"Tangible Assets" shall mean as of the date of any determination thereof the total Assets of the Borrower and the Restricted Subsidiaries on a consolidated basis (excluding the Assets of any Affiliate that is not a Restricted Subsidiary and excluding any Asset subject to a security interest, encumbrance or restriction on transfer with respect to which the related liability is not reflected on a consolidated balance sheet of the Borrower, but only to the extent of such liability) (less applicable reserves and other properly deductible items) which under Generally Accepted Accounting Principles would be reflected on a consolidated balance sheet of the Borrower, after deducting therefrom organizational expenses, General Intangibles, Intellectual Property, investments in or monies due from any Affiliate, goodwill, covenants not to compete, research and development costs, training costs, and all unamortized debt discount, deferred charges (other than prepaid insurance) which in each case under Generally Accepted Accounting Principles, would be otherwise included on such balance sheet.

"Tangible Net Worth" shall mean as of the date of any determination thereof Tangible Assets less total Liabilities.

"Term Loan" shall have the meaning ascribed thereto in subsection 2.4 hereof.

"Total Facility" shall mean the amount of Eighty Million Dollars (\$80,000,000).

"Total Revolving Loan Facility" shall mean the amount of Fifteen Million Dollars (\$15,000,000).

"Total Term Loan Facility" shall mean the amount of Seventy Million Dollars (\$70,000,000).

"Trustee" shall mean First Security Bank of Utah, N.A. as Trustee under the Equipment Trust Agreement.

"Unrestricted Cash" and "Unrestricted Cash Equivalents" shall mean at the time of any determination thereof, all cash and Cash Equivalents held by the Borrower or any Restricted Subsidiary, other than cash or Cash Equivalents that (a) are, or are claimed to be, the property of a Person other than the Borrower or such Restricted Subsidiary, (b) are subject to any lien, claim or security interest of any Person other than the Lender, or (c) are subject to any law,

regulation, contractual arrangement, judgment, order or decree (i) restricting the transfer or disposition of such cash or Cash Equivalents, including the transfer thereof to the Borrower and the application thereof against the Obligations or (ii) the effect of which is to make such transfer, disposition or application materially disadvantageous to the Borrower or such Restricted Subsidiary.

"Unrestricted Cash Flow" shall mean with respect to the Borrower for any applicable fiscal period an amount equal to (a) the aggregate amount of Unrestricted Cash and Unrestricted Cash Equivalents at the close of such fiscal period, minus (b) the aggregate amount of Unrestricted Cash and Unrestricted Cash Equivalents at the beginning of such fiscal period, minus (c) the net change (expressed as a positive or negative number, as the case may be) in Current Liabilities during such fiscal period.

"Unused Availability" shall mean the difference at any time between the amount available to be loaned to the Borrower at such time under the revolving credit facility hereunder and the then outstanding balance of the Revolving Loan.

"Voting Stock" shall mean the capital stock of any corporation outstanding and entitled to vote on all issues submitted to the stockholders of such corporation for approval.

1.2 Accounting Terms. Any accounting terms used in this Agreement which are not specifically defined herein shall have the meanings customarily given them in accordance with Generally Accepted Accounting Principles.

1.3 Other Terms Defined in Illinois Uniform Commercial Code. All other terms contained in this Agreement (and which are not otherwise specifically defined herein) shall have the meanings provided in the Uniform Commercial Code of the State of Illinois (the "Code") to the extent the same are used or defined therein.

2. CREDIT.

2.1 Revolving Credit Facility and Revolving Loan. Subject to the terms and conditions herein set forth, the Lender and/or one or more Participants shall make loans or advances to the Borrower, on a revolving credit basis (the "Revolving Loan"), in an aggregate amount not in excess of the lesser of the unused portion of (i) the Total Revolving Loan Facility, or (ii) the "Current Asset Base." As used herein, the "Current Asset Base" shall mean an amount equal to 75% of the face amount (less maximum discounts, credits and allowances which may be taken by or granted to Account Debtors in connection therewith) then outstanding under existing "Eligible Accounts" (as defined in subsection 3.2 hereof), less such reserves as the Lender in its sole reasonable

discretion elects to establish. Unless otherwise requested by the Borrower in accordance with subsection 4.1 hereof, each advance to the Borrower shall, on the day of such advance, be deposited, in immediately available funds, in such account as the Borrower may, from time to time, designate.

2.2 Maximum Principal Balance of Revolving Loan. The aggregate outstanding principal balance of the Revolving Loan shall at no time exceed the least of the (i) Current Asset Base, (ii) the Total Revolving Loan Facility, or (iii) the sum of Ten Million Dollars (\$10,000,000) plus the amount, if any, by which Seventy Million Dollars (\$70,000,000) exceeds the outstanding principal balance of the Term Loan. The Borrower agrees that if at any time the outstanding principal balance of the Revolving Loan exceeds the amount permitted under the foregoing sentence, the Borrower shall promptly pay to the Lender the excess over such permitted amount.

2.3 Evidence of Revolving Loan Indebtedness. The advances constituting the Revolving Loan Obligations shall be evidenced by a promissory note (the "Revolving Loan Note") of even date herewith in the form attached hereto as Exhibit 2.3. All of the Borrower's Revolving Loan Obligations to the Lender hereunder shall be payable by the Borrower in accordance with subsection 3.5 hereof and shall be payable in full upon termination of this Agreement in accordance with the terms hereof, and the principal amount of such Revolving Loan Obligations shall bear interest as hereinafter provided. Each advance by the Lender and each repayment of principal applicable to such advance shall be reflected in the Borrower's Loan Account (as hereinafter defined) applicable to the Revolving Loan.

2.4 Term Loan. Simultaneously with the initial advance under the Revolving Loan and subject to the terms and conditions of this Agreement, the Lender shall loan the Borrower such amount as the Borrower may request up to a maximum of the Total Term Loan Facility (the "Term Loan"); provided, however, that in no event shall the sum of the amount of the advance under the Term Loan and the initial advance under the Revolving Loan exceed the Total Facility. The Term Loan shall be evidenced by a term note of even date herewith, executed by the Borrower and payable to the order of the Lender, in the form attached hereto as Exhibit 2.4 (the "Term Note").

2.5 Amortization of the Term Loan. The principal balance of the Term Loan shall be payable in eighty-four (84) consecutive monthly installments commencing on the first day of November, 1986. The first eighty-three (83) monthly installments shall be in the amount of Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$833,333.33) each and the final installment in the amount of Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Sixty-One Cents (\$833,333.61) shall be due and payable on October 1, 1993.

RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SBFZ

ALTERNATE HOME ROADS

RECEIPTS END DATE

DATE LAST UPDATED

BFJR

10/24/83

***** J U N C T I O N S *****
ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

SCHEDULE A

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG
SELECTED LESSEES : ALL

LESSEE: SCGZ

ALTERNATE HOME ROADS RECEIPTS END DATE DATE LAST UPDATED

CAGY 08/81 04/06/82

ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

NOTE : CLAIMS ARE NOT PRODUCED FOR THIS LESSEE

SCHEDULE A

ITEL CORPORATION - RAIL DIVISION

RCA CAR MASTER REPORT'S
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SCGZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE	MECH.	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN.	DATE UPDATED	OLD CAR ID
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NUMBER OF ACTIVE CARS FOR THIS LESSEE : 0

ITEL CORPORATION - RAIL DIVISION

RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SC02

ALTERNATE HOME ROADS

RECEIPTS END DATE

DATE LAST UPDATED

COER

03/23/82

..... J U N C T I O N S
ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

RCA CAR MASTER REPORTS
 ACTIVE CAR LOG
 SELECTED LESSEES : ALL

LESSEE: SC02

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE	MECH.	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN.	DATE LAST UPDATED	OLD CAR ID
202561	05/01/80	STRX	0000224955		SSIX	00367	Z	Z203	T	05/15/80	03/20/81	01/16/85	
202562	05/01/80	STRX	0000224415		SSIX	00367	Z	Z203	T	05/15/80	11/25/80	01/16/85	
202563	05/01/80	STRX	0000224781		SSIX	00367	Z	Z203	T	05/15/80	08/21/80	01/16/85	
202564	05/01/80	STRX	0000224567		SSIX	00367	Z	Z203	T	05/15/80	10/16/80	01/16/85	
202565	05/01/80	STRX	0000224997		SSIX	00367	Z	Z203	T	05/15/80	10/16/80	01/16/85	
202577	07/01/84	STRX	0000224446		SSIX	00367	Z	Z203	T	05/15/80	03/04/81	01/16/85	
202578	07/01/84	STRX	0000224632		SSIX	00367	Z	Z203	T	05/15/80	01/20/81	01/16/85	
202582	05/01/80	STRX	0000224697		SSIX	00367	Z	Z203	T	05/15/80	03/28/81	01/16/85	
202584	05/01/80	STRX	0000224815		SSIX	00367	Z	Z203	T	05/15/80	04/03/81	01/16/85	
202585	05/01/80	STRX	0000224911		SSIX	00367	Z	Z203	T	05/15/80	07/30/81	01/16/85	
202586	05/01/80	STRX	0000224935		SSIX	00367	Z	Z203	T	05/15/80	10/30/81	01/16/85	
202594	05/01/80	STRX	0000224536		SSIX	00367	Z	Z203	T	05/15/80		01/16/85	
202595	05/01/80	STRX	0000224927		SSIX	00367	Z	Z203	T	05/15/80	12/31/80	01/16/85	

SCHEDULE A

SCHEDULE A

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RUN DATE: 08/07/86

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SC0Z

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE	MECH	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
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252312	09/01/83	FRHX	OMAV584512		SSIX	11111	Z	Z253	T	12/14/83	10/26/83	04/16/84	SC0Z202312
252331	09/01/83	FRHX	OMAV584531		SSIX	11111	Z	Z253	T	12/14/83	09/09/83	04/16/84	SC0Z202331

RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SC02

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
252554	09/01/83	STRX	0000224930		SSIX	11111	Z	Z253	T	11/23/83	04/12/84	06/06/84	SC02202554
252558	09/01/83	STRX	0000224461		SSIX	11111	Z	Z253	T	11/23/83	11/03/83	10/12/84	SC02202558
252559	09/01/83	STRX	0000224896		SSIX	11111	Z	Z253	T	11/23/83	04/09/84	04/16/84	SC02202559
252560	09/01/83	STRX	0000224906		SSIX	11111	Z	Z253	T	11/23/83	02/08/84	06/06/84	SC02202560
252566	09/01/83	STRX	0000224888		SSIX	11111	Z	Z253	T	11/23/83	04/09/84	06/06/84	SC02202566
252567	09/01/83	STRX	0000224904		SSIX	11111	Z	Z253	T	11/23/83	01/09/84	04/16/84	SC02202567
252568	09/01/83	STRX	0000224647		SSIX	11111	Z	Z253	T	11/23/83	04/16/84	06/06/84	SC02202568
252569	09/01/83	STRX	0000224967		SSIX	11111	Z	Z253	T	11/23/83	04/16/84	06/06/84	SC02202569
252570	09/01/83	STRX	0000224868		SSIX	11111	Z	Z253	T	11/23/83	04/16/84	06/06/84	SC02202570
252571	09/01/83	STRX	0000224444		SSIX	11111	Z	Z253	T	11/23/83	04/16/84	06/06/84	SC02202571
252573	09/01/83	STRX	0000224809		SSIX	11111	Z	Z253	T	11/23/83	11/10/83	04/16/84	SC02202573
252574	09/01/83	STRX	0000224985		SSIX	11111	Z	Z253	T	11/23/83	01/09/84	09/06/84	SC02202574
252576	09/01/83	STRX	0000224722		SSIX	11111	Z	Z253	T	11/23/83	02/01/84	04/16/84	SC02202576
252580	09/01/83	STRX	0000224953		SSIX	11111	Z	Z253	T	11/23/83	10/20/83	04/16/84	SC02202580
252581	09/01/83	STRX	0000228620		BV	11111	Z	Z253	T	12/14/83	11/04/83	04/16/84	SC02202581
252583	09/01/83	STRX	0000224638		SSIX	11111	Z	Z253	T	11/23/83	11/04/83	04/16/84	SC02202583
252596	09/01/83	STRX	0000224959		SSIX	11111	Z	Z253	T	11/23/83	01/24/84	04/16/84	SC02202596
252597	09/01/83	STRX	0000224558		SSIX	11111	Z	Z253	T	11/23/83	01/06/84	04/16/84	SC02202597
252598	09/01/83	STRX	0000224969		SSIX	11111	Z	Z253	T	11/23/83	04/02/84	06/06/84	SC02202598

SCHEDULE A

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SC02

CAR NO	ORDER DATE	MANUF	SERIAL NO	LOT NO	OWNER	REVENUE GRP	MECH NO	DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN DATE	DATE LAST UPDATED	OLD CAR ID
252599	09/01/83	SIR4	0000224445		SSIX	11111	2		2253	1	11/23/83	04/10/84	06/06/84	SC02202599

NUMBER OF ACTIVE CARS FOR THIS LESSEE : 306

REPORT: RCAR8108
RUN DATE: 08/07/86

ITEL CORPORATION - RAIL DIVISION

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SDTZ

ALTERNATE HOME ROADS

RECEIPTS END DATE

DATE LAST UPDATED

DTI GTW SGWZ

03/23/82

..... J U N C T I O N S
ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

REPORT: RCAR810B
RUN DATE: 08/07/86

ITEL CORPORATION - RAIL DIVISION

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: S012

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
200112	03/01/78	TRMX	0000536487		SSIX	00202	Z	Z204	T	05/10/78	05/13/78	06/25/86	
200157	03/01/78	TRMX	0000536532		SSIX	00202	Z	Z204	T	05/10/78	05/15/78	06/25/86	
200179	03/01/78	TRMX	0000536554		• SSIX	00202	Z	Z204	T	05/10/78	06/20/78	06/25/86	

NUMBER OF ACTIVE CARS FOR THIS LESSEE : 3

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SCOTTING A

RCA CAR MASTER REPORTS
ACTIVE CAR LOG
SELECTED LESSEES : ALL

LESSEE: SGWZ

ALTERNATE HOME ROADS RECEIPTS END DATE DATE LAST UPDATED

DTI GTW SDTZ 10/24/83

***** J U N C T I O N S *****
ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

RCA CAR MASTER REPORTS
 ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SGWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE	MECH.	GRP. NO.	DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
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206201	08/01/82	FRHX	OMAV584401		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202201
206202	08/01/82	FRHX	OMAV584403		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202203
206203	08/01/82	FRHX	OMAV584406		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202206
206204	08/01/82	FRHX	OMAV584407		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202207
206205	08/01/82	FRHX	OMAV584413		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202213

206211	08/01/82	FRHX	OMAV584417		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202217
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206228	08/01/82	FRHX	OMAV584438		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202238
206229	08/01/82	FRHX	OMAV584439		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202239

206231	08/01/82	FRHX	OMAV584441		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202241
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206235	08/01/82	FRHX	OMAV584446		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202246
206236	08/01/82	FRHX	OMAV584447		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202247

206240	08/01/82	FRHX	OMAV584451		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202251
206241	08/01/82	FRHX	OMAV584452		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202252
206242	08/01/82	FRHX	OMAV584454		SSIX	11111	Z			2203	T	10/05/82		05/16/83	SC0Z202254

Section A

REPORT: RCAR810B
RUN DATE: 08/07/86

ITEL CORPORATION - RAIL DIVISION

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TIME: 00:26:56

RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SGWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
206244	08/01/82	FRHX	OMAV584458		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022358
206245	08/01/82	FRHX	OMAV584461		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022361
206246	08/01/82	FRHX	OMAV584463		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022363
206249	08/01/82	FRHX	OMAV584466		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022366
206250	08/01/82	FRHX	OMAV584467		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022367
206251	08/01/82	FRHX	OMAV584469		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022369
206252	08/01/82	FRHX	OMAV584470		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022370
206253	08/01/82	FRHX	OMAV584471		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022371
206254	08/01/82	FRHX	OMAV584472		SSIX	11111	Z	Z203	T	10/05/82		12/08/83	SC022022372
206255	08/01/82	FRHX	OMAV584475		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022375
206256	08/01/82	FRHX	OMAV584477		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022377
206257	08/01/82	FRHX	OMAV584479		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022379
206258	08/01/82	FRHX	OMAV584480		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022380
206261	08/01/82	FRHX	OMAV584483		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022383
206262	08/01/82	FRHX	OMAV584484		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022384
206263	08/01/82	FRHX	OMAV584487		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022387
206264	08/01/82	FRHX	OMAV584489		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022390
206267	08/01/82	FRHX	OMAV584492		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022392
206269	08/01/82	FRHX	OMAV584496		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022396
206270	08/01/82	FRHX	OMAV584497		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022397
206271	08/01/82	FRHX	OMAV584498		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022398
206272	08/01/82	FRHX	OMAV584499		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022399
206273	08/01/82	FRHX	OMAV584501		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022401
206274	08/01/82	FRHX	OMAV584502		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022402
206275	08/01/82	FRHX	OMAV584503		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022403
206276	08/01/82	FRHX	OMAV584504		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022404
206277	08/01/82	FRHX	OMAV584506		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022406
206278	08/01/82	FRHX	OMAV584507		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022407
206280	08/01/82	FRHX	OMAV584509		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022409
206281	08/01/82	FRHX	OMAV584510		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022410
206282	08/01/82	FRHX	OMAV584511		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022411
206283	02/01/84	FRHX	OMAV584539		SSIX	11111	Z	Z203	T	10/05/82		09/20/85	WPZ 072181
206284	08/01/82	FRHX	OMAV584515		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022415
206285	08/01/82	FRHX	OMAV584516		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022416
206286	08/01/82	FRHX	OMAV584901		SSIX	11111	Z	Z203	T	10/05/82		09/12/84	SC022022401
206287	02/01/84	FRHX	OMAV584519		SSIX	11111	Z	Z203	T	10/05/82		05/03/84	SC022022419
206288	08/01/82	FRHX	OMAV584520		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022420
206289	08/01/82	FRHX	OMAV584521		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022421
206290	08/01/82	FRHX	OMAV584523		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022423
206291	08/01/82	FRHX	OMAV584524		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022424
206292	08/01/82	FRHX	OMAV584525		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022425
206293	08/01/82	FRHX	OMAV584526		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC022022426

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CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
LESSEE: SGWZ													
206294	08/01/82	FRHX	OMAV584527		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202327
206295	08/01/82	FRHX	OMAV584528		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202328
206296	08/01/82	FRHX	OMAV584529		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202329
206297	08/01/82	FRHX	OMAV584530		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202330
206298	02/01/84	FRHX	OMAV584522		SSIX	11111	Z	Z203	T	10/05/82		09/20/85	WPZ 272162
206299	08/01/82	FRHX	OMAV584532		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202332
206300	08/01/82	FRHX	OMAV584535		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202335
206301	08/01/82	FRHX	OMAV584536		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202336
206302	08/01/82	FRHX	OMAV584502		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202337
206303	08/01/82	FRHX	OMAV584537		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202338
206304	08/01/82	FRHX	OMAV584540		SSIX	11111	Z	Z203	T	10/05/82		06/28/83	SC02202340
206305	08/01/82	FRHX	OMAV584541		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202341
206306	08/01/82	FRHX	OMAV584542		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202342
206307	08/01/82	FRHX	OMAV584543		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202343
206309	08/01/82	FRHX	OMAV584546		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202346
206310	08/01/82	FRHX	OMAV584547		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202347
206311	08/01/82	FRHX	OMAV584549		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202349
206312	08/01/82	FRHX	OMAV584551		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202351
206313	08/01/82	FRHX	OMAV584552		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202352
206314	08/01/82	FRHX	OMAV584553		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202353
206315	08/01/82	FRHX	OMAV584554		SSIX	11111	Z	Z203	T	10/05/82		08/09/83	SC02202354
206316	08/01/82	FRHX	OMAV584556		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202356
206317	08/01/82	FRHX	OMAV584558		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202358
206318	08/01/82	FRHX	OMAV584559		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202359
206320	08/01/82	FRHX	OMAV584561		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202361
206321	08/01/82	FRHX	OMAV584563		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202363
206322	08/01/82	FRHX	OMAV584565		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202365
206323	08/01/82	FRHX	OMAV584566		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202366
206324	08/01/82	FRHX	OMAV584567		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202367
206326	08/01/82	FRHX	OMAV584569		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202369
206327	08/01/82	FRHX	OMAV584570		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202370
206328	08/01/82	FRHX	OMAV584572		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202372
206329	08/01/82	FRHX	OMAV584573		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202373
206330	08/01/82	FRHX	OMAV584574		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202374
206331	08/01/82	FRHX	OMAV584575		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202375
206334	08/01/82	FRHX	OMAV584580		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202380
206336	08/01/82	FRHX	OMAV584582		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202382
206337	08/01/82	FRHX	OMAV584583		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202383
206338	08/01/82	FRHX	OMAV584584		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202384
206339	08/01/82	FRHX	OMAV584585		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202385
206340	08/01/82	FRHX	OMAV584586		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202386
206341	08/01/82	FRHX	OMAV584587		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202387
206342	08/01/82	FRHX	OMAV584588		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202388
206343	08/01/82	FRHX	OMAV584591		SSIX	11111	Z	Z203	T	10/05/82		05/16/83	SC02202391

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG
SELECTED LESSEES : ALL

LESSEE: SGWZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	GRP. NO.	REVENUE	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
206344	08/01/82	FRHX	OMAV584592		SSIX	11111	Z	Z	Z203	T	10/05/82		05/16/83	SC02202392
206345	08/01/82	FRHX	OMAV584593		SSIX	11111	Z	Z	Z203	T	10/05/82		05/16/83	SC02202393
206346	08/01/82	FRHX	OMAV584594		SSIX	11111	Z	Z	Z203	T	10/05/82		05/16/83	SC02202394
206347	08/01/82	FRHX	OMAV584595		SSIX	11111	Z	Z	Z203	T	10/05/82		05/16/83	SC02202395
206348	08/01/82	FRHX	OMAV584596		SSIX	11111	Z	Z	Z203	T	10/05/82		05/16/83	SC02202396
206349	08/01/82	FRHX	OMAV584597		SSIX	11111	Z	Z	Z203	T	10/05/82		05/16/83	SC02202397
206350	08/01/82	FRHX	OMAV584598		SSIX	11111	Z	Z	Z203	T	10/05/82		05/16/83	SC02202398
206351	08/01/82	FRHX	OMAV584599		SSIX	11111	Z	Z	Z203	T	10/05/82		05/16/83	SC02202399
206352	08/01/82	FRHX	OMAV584518		SSIX	11111	Z	Z	Z203	T	10/05/82		12/08/83	SC02202318

ITEL CORPORATION - RAIL DIVISION

RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SHCZ

ALTERNATE HOME ROADS

RECEIPTS END DATE

DATE LAST UPDATED

ITEL

03/28/83

..... J U N C T I O N S
ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

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RCA CAR MASTER REPORTS
 ACTIVE CAR LOG
 SELECTED LESSEES : ALL

LESSEE: SHSZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP.	NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
200204	04/01/81	STRX	0000224546		SSIX	00411	Z	Z	Z204	T	05/12/81	07/31/81	06/25/86	PWR2205143
200208	04/01/81	STRX	0000224826		SSIX	00411	Z	Z	Z204	T	05/12/81	09/22/81	06/25/86	PWR2205423
200209	04/01/81	STRX	0000224426		SSIX	00411	Z	Z	Z204	T	05/12/81	10/25/81	06/25/86	PWR2205023
200210	04/01/81	STRX	0000224577		SSIX	00411	Z	Z	Z204	T	05/12/81	10/25/81	06/25/86	PWR2205174

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ITEL CORPORATION - RAIL DIVISION

RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SHS2

CAR NO.	ORDER DATE	MANUF	SERIAL NO.	LOT NO.	OWNER	GRP. NO.	REVENUE	MECH.	CAR TYPE	CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
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250200	09/01/83	STRX	0000224994		SSIX	11111	Z	Z253	T		01/19/84		09/20/85	SHS2200200
250201	09/01/83	STRX	0000224738		SSIX	11111	Z	Z253	T		01/19/84	02/17/84	09/20/85	SHS2200201
250202	09/01/83	STRX	0000224765		SSIX	11111	Z	Z253	T		01/19/84		09/20/85	SHS2200202

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 ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SHSZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
250203	09/01/83	STRX	0000224494		SSIX	11111	Z	2253	T	01/19/84	03/27/84	09/20/85	SHSZ200203
250206	09/01/83	STRX	0000224851		SSIX	11111	Z	2253	T	12/14/83	03/02/84	09/20/85	SHSZ200206
250207	09/01/83	STRX	0000224527		SSIX	11111	Z	2253	T	12/14/83	03/02/84	09/20/85	SHSZ200207
250211	09/01/83	STRX	0000224874		SSIX	11111	Z	2253	T	12/14/83	03/02/84	09/20/85	SHSZ200211
250213	09/01/83	STRX	0000224660		SSIX	11111	7	2253	T	12/14/83	01/06/84	09/20/85	SHSZ200213
250215	09/01/83	STRX	0000224667		SSIX	11111	Z	2253	T	12/14/83	02/21/84	09/20/85	SHSZ200215

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ITEL CORPORATION - RAIL DIVISION

RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SMCZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	GRP. NO.	REVENUE	MECH.	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
205660	05/01/80	STRX	0000224990		SSIX	00368	Z	Z	Z203	T	05/14/80	09/18/80	01/16/85	
205755	05/01/80	STRX	0000224407		SSIX	00368	Z	Z	Z203	T	05/14/80	08/27/80	01/16/85	
205863	05/01/80	STRX	0000224972		SSIX	00368	Z	Z	Z203	T	05/14/80	09/07/80	01/16/85	

NUMBER OF ACTIVE CARS FOR THIS LESSEE : 4

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RCA CAR MASTER REPORTS		SELECTED LESSEES : ALL	
ACTIVE CAR LOG			
LESSEE: SMCZ			
ALTERNATE HOME ROADS	RECEIPTS END DATE	DATE LAST UPDATED	
MEC	03/23/82		
..... J U N C T I O N S			
ROAD JUNCTION	ROAD JUNCTION	ROAD JUNCTION	

REPORT: ..CARB10B
RUN DATE: 08/07/86

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: STMZ

ALTERNATE HOME ROADS

RECEIPTS END DATE

DATE LAST UPDATED

TM

03/23/82

..... J U N C T I O N S
ROAD JUNCTION ROAD JUNCTION ROAD JUNCTION

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RCA CAR MASTER REPORTS
ACTIVE CAR LOG

SELECTED LESSEES : ALL

LESSEE: SIMZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
201000	05/01/78	TRMX	0000536376		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201001	05/01/78	TRMX	0000536377		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201002	05/01/78	TRMX	0000536378		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201003	05/01/78	TRMX	0000536379		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201004	05/01/78	TRMX	0000536380		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201005	05/01/78	TRMX	0000536381		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201006	05/01/78	TRMX	0000536382		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201007	05/01/78	TRMX	0000536383		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201008	05/01/78	TRMX	0000536384		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201009	05/01/78	TRMX	0000536385		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201010	05/01/78	TRMX	0000536386		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201011	05/01/78	TRMX	0000536387		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201012	05/01/78	TRMX	0000536388		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201013	05/01/78	TRMX	0000536389		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201014	05/01/78	TRMX	0000536390		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201015	05/01/78	TRMX	0000536391		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201016	05/01/78	TRMX	0000536392		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201017	05/01/78	TRMX	0000536393		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201018	05/01/78	TRMX	0000536394		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201019	05/01/78	TRMX	0000536395		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201020	05/01/78	TRMX	0000536396		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201021	05/01/78	TRMX	0000536397		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201022	05/01/78	TRMX	0000536398		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201023	05/01/78	TRMX	0000536399		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201024	05/01/78	TRMX	0000536400		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201025	05/01/78	TRMX	0000536401		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201026	05/01/78	TRMX	0000536402		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201027	05/01/78	TRMX	0000536403		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201028	05/01/78	TRMX	0000536404		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201029	05/01/78	TRMX	0000536405		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201031	05/01/78	TRMX	0000536407		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201032	05/01/78	TRMX	0000536408		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201033	05/01/78	TRMX	0000536409		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201034	05/01/78	TRMX	0000536410		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201035	05/01/78	TRMX	0000536411		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201036	05/01/78	TRMX	0000536412		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201037	05/01/78	TRMX	0000536413		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201038	05/01/78	TRMX	0000536414		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201039	05/01/78	TRMX	0000536415		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201040	05/01/78	TRMX	0000536416		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201041	05/01/78	TRMX	0000536417		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201042	05/01/78	TRMX	0000536418		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201043	05/01/78	TRMX	0000536419		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201044	05/01/78	TRMX	0000536420		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201045	05/01/78	TRMX	0000536421		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201046	05/01/78	TRMX	0000536422		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201047	05/01/78	TRMX	0000536423		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201048	05/01/78	TRMX	0000536424		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201049	05/01/78	TRMX	0000536425		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	

SCHEDULE A

SCHEMULE A

RCA CAR MASTER REPORTS
ACTIVE CAR LOG
SELECTED LESSEES : ALL

LESSEE: STMZ

CAR NO.	ORDER DATE	MANUF.	SERIAL NO.	LOT NO.	OWNER	REVENUE GRP. NO.	MECH. DESIG.	CAR TYPE	CAR CLASS	RELEASE DATE	COMBINED EARN. DATE	DATE LAST UPDATED	OLD CAR ID
201050	05/01/78	TRMX	0000536426		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201051	05/01/78	TRMX	0000536427		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201052	05/01/78	TRMX	0000536428		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201053	05/01/78	TRMX	0000536429		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201054	05/01/78	TRMX	0000536430		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201055	05/01/78	TRMX	0000536431		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201056	05/01/78	TRMX	0000536432		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201057	05/01/78	TRMX	0000536433		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201058	05/01/78	TRMX	0000536434		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201059	05/01/78	TRMX	0000536435		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201060	05/01/78	TRMX	0000536436		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201061	05/01/78	TRMX	0000536437		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201062	05/01/78	TRMX	0000536438		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201063	05/01/78	TRMX	0000536439		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201064	05/01/78	TRMX	0000536440		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201065	05/01/78	TRMX	0000536441		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201066	05/01/78	TRMX	0000536442		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201067	05/01/78	TRMX	0000536443		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201068	05/01/78	TRMX	0000536444		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201069	05/01/78	TRMX	0000536445		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201070	05/01/78	TRMX	0000536446		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201071	05/01/78	TRMX	0000536447		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201072	05/01/78	TRMX	0000536448		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201073	05/01/78	TRMX	0000536449		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201074	05/01/78	TRMX	0000536450		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201075	05/01/78	TRMX	0000536451		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201076	05/01/78	TRMX	0000536452		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201077	05/01/78	TRMX	0000536453		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201078	05/01/78	TRMX	0000536454		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201079	05/01/78	TRMX	0000536455		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201080	05/01/78	TRMX	0000536456		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201081	05/01/78	TRMX	0000536457		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201082	05/01/78	TRMX	0000536458		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201083	05/01/78	TRMX	0000536459		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201084	05/01/78	TRMX	0000536460		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201085	05/01/78	TRMX	0000536461		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201086	05/01/78	TRMX	0000536462		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201087	05/01/78	TRMX	0000536463		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201088	05/01/78	TRMX	0000536464		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201089	05/01/78	TRMX	0000536465		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201090	05/01/78	TRMX	0000536466		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201091	05/01/78	TRMX	0000536467		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201092	05/01/78	TRMX	0000536468		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201093	05/01/78	TRMX	0000536469		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201094	05/01/78	TRMX	0000536470		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201095	05/01/78	TRMX	0000536471		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201096	05/01/78	TRMX	0000536472		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201097	05/01/78	TRMX	0000536473		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	
201098	05/01/78	TRMX	0000536474		SSIX	00203	Z	Z203	T	05/10/78	12/30/78	09/20/85	

2.6 Interest.

(a) (i) The Borrower shall pay to the Lender interest on the outstanding principal balance of the Revolving Loan Obligations at the Normal Rate. The Normal Rate applicable with respect to the Revolving Loan Obligations shall be equal to one percent (1%) per annum in excess of the Prime Rate from time to time in effect; provided, however, that the Borrower may elect on any Conversion Date to convert the Normal Rate on the outstanding principal balance of the Revolving Loan Obligations to either of the following interest rates or to convert from either of such rates to the other such rate or to the above-described interest rate:

(1) the Secondary CD Rate from time to time in effect, plus a spread over the Secondary CD Rate determined by the Lender as yielding a rate of interest comparable to the rate described above based on the Prime Rate on a continuing basis; or

(2) the LIBOR Rate from time to time in effect, plus a spread over the LIBOR Rate determined by the Lender as yielding a rate of interest comparable to the rate described above based on the Prime Rate on a continuing basis;

in any case by giving the Lender notice of such election, which notice shall be received in writing by the Lender prior to the close of business on a date at least three (3) Business Days prior to the desired Conversion Date.

(ii) Interest shall be payable monthly in arrears on the first day of each calendar month and shall be computed by multiplying the closing daily balance in Borrower's Revolving Loan Account for each day during the preceding month by the interest rate determined to be applicable hereunder on each such day.

(b) (i) The Borrower shall pay to the Lender interest on the outstanding principal balance of the Term Loan Obligations at the Normal Rate. The Normal Rate applicable with respect to the Term Loan Obligations shall be equal to one percent (1%) per annum in excess of the Prime Rate from time to time in effect; provided, however, that the Borrower may elect on any Conversion Date to convert the Normal Rate on the outstanding principal balance of the Term Loan Obligations to any of the following interest rates or to convert any of such rates to one of the other such rates or to the above-described interest rate:

(1) the Secondary CD Rate from time to time in effect, plus a spread over the Secondary CD Rate determined by the Lender as yielding a rate of interest comparable to the rate described above based on the Prime Rate on a continuing basis; or

(2) the LIBOR Rate from time to time in effect, plus a spread over the LIBOR Rate determined by the Lender as yielding a rate of interest comparable to the rate described above based on the Prime Rate on a continuing basis;

(3) a per annum fixed rate of interest equal to the sum of (X) the yield on such Conversion Date for a Treasury Note with a term equal to that remaining on the Term Loan on such Conversion Date plus (Y) a spread over the Treasury Note yield as then quoted by the Lender to other borrowers;

in any case by giving the Lender notice of such election, which notice shall be received in writing by the Lender prior to the close of business on a date at least three (3) Business Days prior to the desired Conversion Date except that in the event the Borrower elects alternative (3) above or elects to convert from the fixed rate provided for in alternative number (3) above to another rate, such notice shall be received not less than ten (10) Business Days prior to the desired Conversion Date. If the Borrower shall elect to convert the Normal Rate on the outstanding principal balance of the Term Loan Obligations from a fixed rate to a fluctuating rate as provided herein, then on such Conversion Date the Borrower shall pay to the Lender for the costs of being prepared to make funds available to the Borrower on a fixed interest rate basis, an amount computed in accordance with clause (b)(ii)(B) of subsection 2.8 hereof with respect to the prepayment of the principal balance of the Term Loan outstanding on such Conversion Date.

(ii) Interest on the Term Loan Obligations shall be payable monthly in arrears on the first day of each calendar month commencing on November 1, 1986.

(c) Interest shall be computed (on a daily basis) on the basis of a 360-day year for the actual number of days elapsed.

(d) Following the occurrence of an Event of Default, the Borrower shall pay to the Lender interest from the date of such Event of Default to and including the date of cure of such Event of Default on the outstanding principal balance of the Obligations at the Default Rate applicable to such Obligations.

(e) Interest shall be due at the Normal Rate or the Default Rate, as provided herein, after as well as before demand, default and judgment. If any interest payment or other charge or fee payable hereunder exceeds the maximum amount then permitted by applicable law, the Borrower shall be obligated to pay the maximum amount then permitted by applicable law and the Borrower shall continue to pay the maximum amount from time to time permitted by applicable law until all such interest payments and other charges and fees otherwise due hereunder (in the absence of such restraint imposed by applicable law) have been paid in full.

2.7 Method of Making Interest and Other Payments. In its sole discretion, the Lender may deem interest and other amounts due and payable hereunder (other than the principal balance of the Revolving Loan Obligations) to be paid by causing such amounts to be added to the principal balance of the Revolving Loan Obligations all as set forth on the Lender's books and records. Unless otherwise directed by the Lender, all payments to the Lender hereunder shall be made by delivery thereof to the Lender at its address set forth above or, with respect to the Revolving Loan only, by delivery to the Lender for deposit in the "Depository Account" of all proceeds of Accounts or other Collateral in accordance with subsection 3.5 hereof. If the Lender elects to bill the Borrower for any amount due hereunder, such amount shall be immediately due and payable with interest thereon as provided herein. Solely for the purpose of calculating interest earned by the Lender with respect to the Revolving Loan, any check, draft or similar item of payment by or for the account of the Borrower delivered to the Lender or deposited in the Depository Account in accordance with subsection 3.5 hereof shall be applied by the Lender on account of the Borrower's Revolving Loan Obligations on the second day after delivery thereof to the Lender, or, in the case of deposits in the Depository Account, on the second day following deposit in the Depository Account. Checks, drafts or other items of payment received or deposited after 2:00 p.m. shall be deemed to have been received or deposited on the following Business Day.

2.8 Term of this Agreement.

(a) Term. This Agreement shall be effective until seven (7) years from the date first above written (the "Initial Term"), subject to annual renewals thereafter as hereinafter provided (each such renewal being referred to as a "Renewal Term"), provided, however, that all of the Lender's rights and remedies under this Agreement shall survive such termination until all of the Obligations under this Agreement and the other Financing Agreements have been finally paid in full. Unless the Borrower, the Guarantor and the Lender shall agree in writing to extend this Agreement, this Agreement shall terminate upon the earlier to occur of the expiration of the Initial Term or any Renewal Term, as applicable, or the final payment in full of all of the Obligations. In addition, this Agreement may be terminated as set forth in Section 9 hereof. Upon the effective date of termination, all of the Obligations shall become immediately due and payable without notice or demand. Notwithstanding any termination, until all of the Obligations shall have been fully and finally paid and satisfied, the Lender shall be entitled to retain security interests in and liens upon all existing and future Collateral, and the Borrower shall continue to remit collections of Accounts and proceeds as provided herein.

(b) Prepayment Fees. Except as provided in subsection 7.13 hereof, the Borrower's Obligations hereunder may only be prepaid in full and not in part; provided, however, that a

reduction of the outstanding balance of the Revolving Loan Obligations shall be considered a prepayment of the Revolving Loan only if the Revolving Loan is paid in full with funds other than internally generated funds substantially contemporaneously with the prepayment in full of the Term Loan. If the Borrower repays the Obligations in full prior to the end of the Initial Term, the Borrower shall pay the Lender as liquidated damages and compensation for the costs of being prepared to make funds available to the Borrower under this Agreement an amount determined as follows:

(i) If the Normal Rate on the Term Loan shall then be a fluctuating rate as provided in subsection 2.6 hereof at the time of prepayment in full of the Obligations, then the amount payable under this subsection 2.8(b) shall be limited to that determined by multiplying the percentage set forth in the following table applicable to the period in which such prepayment in full occurs by the sum of the outstanding balances of the Revolving Loan and the Term Loan at the date of such prepayment:

	<u>Percentage Multiplier</u>
From	
The date hereof through September 30, 1987	4.0 %
October 1, 1987 through September 30, 1988	3.0 %
October 1, 1988 through September 30, 1989	2.0 %
October 1, 1989 through September 30, 1990	1.0 %
Thereafter	0.0 %

(ii) If the Normal Rate on the Term Loan shall then be at a fixed rate as provided in subsection 2.6 hereof, the prepayment fee applicable to the Revolving Loan shall be as set forth in subparagraph (i) above but the prepayment fee applicable to the Term Loan shall be equal to (A) the respective amount determined as set forth in the immediately preceding subparagraph (i) of this subsection 2.8(b) which corresponds to the particular period during which the prepayment is made plus (B) an amount (which for purposes hereof shall not be deemed less than zero) equal to the present value, for each remaining year of the Term Loan, of (x) the yield as reported (on the date the Normal Rate on the Term Loan was converted to a fixed rate) in the Federal Reserve statistical release H.15 (519) under the caption "U.S. Government Securities/Treasury Constant Maturities" for a Treasury Note with a term equal to that remaining on the Term Loan (which will be obtained by interpolating between the yield reported on the H.15 for specific whole years) on the date the Normal Rate on the Term Loan was converted to a fixed rate less (y) the yield as reported on the date of such prepayment in the Federal Reserve statistical release H.15 (519) under the caption "U.S. Government Securities/Treasury Constant Maturities" for a Treasury Note with a term equal to that remaining on the Term Loan (which will be obtained by interpolating between the yield reported on the H.15 for specific whole years) on the date of such prepayment, multiplied by the outstanding principal balance of the Term Loan at the

time of prepayment for purposes of calculating such amount for the first year and by the principal balance that would have been outstanding at the beginning of each successive year in the remaining term of the Term Loan had the amortization schedule set forth in subsection 2.5 hereof been adhered to; provided, that the rate determined in (y) above will be used as the discount rate in computing such present value.

2.9 Participations. The Lender shall have the right to sell or assign to a Participant or Participants participating interests in the Borrower's Obligations hereunder in such amounts and on such terms and conditions as the Lender shall determine.

2.10 Closing Fee. The Borrower shall pay to the Lender upon the initial advance by the Lender to the Borrower under the Revolving Loan and the closing of the Term Loan a closing fee (the "Closing Fee") in an amount equal to one-half of one percent (0.5%) of the Total Facility.

2.11 Annual Service Fee. The Borrower shall pay to the Lender on each anniversary of the initial advance by the Lender to the Borrower hereunder an annual service fee in an amount equal to one-quarter of one percent (0.25%) of the Total Facility, giving effect to the reduction in the amount of the Total Facility resulting from the amortization of the Term Loan prior to such date.

2.12 Other Fees, Costs and Expenses. All fees, costs and expenses incurred by the Lender: (i) following the occurrence of an Event of Default in verifying or inspecting the Accounts or the Inventory or the Borrower's records with respect thereto; (ii) in connection with opening and maintaining the Depository Account and depositing for collection by the Lender any check or item of payment received by and/or delivered to the Lender on account of the Obligations; (iii) in connection with the Lender's forwarding to the Borrower the proceeds of loans or advances hereunder; (iv) arising from photocopying and other mechanical or electronic reproduction in connection with the Lender's rights of inspection under subsection 7.2 hereof; (v) in connection with the documentation, negotiation, closing and ongoing administration of the loans described herein, including, without limitation, search fees and appraisal fees and expenses; filing and recording fees; fees, costs and expenses of the Lender's attorneys and paralegals; and all taxes (other than income taxes of the Lender) payable in connection with this Agreement or the other Financing Agreements, whether such expenses and fees are incurred prior to, on or after the date hereof (excluding with respect to the ongoing administration of the loans, costs and expenses not incurred as a result of any act or omission by the Borrower); and (vi) arising from the Lender's employment of counsel in connection with protecting or perfecting the Lender's security interest or liens in the Collateral or in connection with any matters contemplated by or arising out of this Agreement in accordance with subsection 10.2 hereof, shall be part of the Obligations, payable within thirty (30) days

following the issuance of a statement therefor to the Borrower and secured by the Collateral. Any portion of the foregoing fees, costs and expenses which remains unpaid within thirty (30) days following the issuance of the Lender's statement shall bear interest from the date of such statement at the appropriate Normal Rate or Default Rate prescribed in subsection 2.6 above, as applicable. The Lender acknowledges receipt of \$250,000 from the Borrower as an advance against such fees, costs and expenses, and the Lender agrees to remit the balance, if any, in excess of such fees, costs and expenses incurred prior to or in connection with Closing the transactions contemplated hereby upon the Lender's determination thereof following Closing.

2.13 Borrower's Loan Account. The Lender shall maintain a loan account ("Loan Account") on its books in which shall be recorded (i) all loans and advances made by the Lender to the Borrower pursuant to this Agreement, (ii) all payments made by the Borrower on all such loans and advances and (iii) all other appropriate debits and credits as provided in this Agreement, including, without limitation, all fees, charges, expenses and interest and sums delivered to the Lender pursuant to subsection 3.5 hereof. All entries in the Borrower's Loan Account shall be made in accordance with the Lender's customary accounting practices as in effect from time to time consistent with the terms of this Agreement. The Borrower promises to pay the amount reflected as owing by it under its Loan Account and all of its other Obligations hereunder as such amounts become due or are declared due pursuant to the terms of this Agreement. The Borrower irrevocably waives the right to direct the application of any and all payments at any time or times hereafter received by the Lender from or on behalf of the Borrower, and the Borrower does hereby irrevocably agree that the Lender shall have the continuing exclusive right to apply and to reapply any and all payments received at any time or times hereafter against the Obligations, of the Borrower due and payable to the Lender hereunder in such manner as the Lender may deem advisable notwithstanding any entry by the Lender upon any of its books and records.

The Borrower expressly agrees that to the extent the Borrower makes a payment or payments and such payment or payments, or any part thereof, are subsequently invalidated, declared to be fraudulent or preferential, set aside or are required to be repaid to a trustee, receiver, or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment or payments had not been made.

2.14 Statements. All advances to the Borrower, and all other debits and credits provided for in this Agreement, shall be evidenced by entries made by the Lender in its books and records showing the date, amount and reason for each such debit or credit. Until such time as the Lender shall have rendered to the Borrower

written statements of account as provided herein, the balance in the Borrower's Loan Account, as set forth on Lender's most recent printout or other written statement, shall be rebuttably presumptive evidence of the amounts due and owing to the Lender by the Borrower. Not more than twenty (20) days after the last day of each calendar month, the Lender shall render to the Borrower a statement setting forth the principal balance of the Borrower's Loan Account and the calculation of interest due thereon. Each such statement shall be subject to subsequent adjustment by the Lender but shall, absent manifest errors or omissions, be presumed correct and binding upon the Borrower and shall constitute an account stated unless, within thirty (30) days after receipt of any statement from the Lender, the Borrower shall deliver to the Lender by registered or certified mail written objection thereto specifying the error or errors, if any, contained in such statement. In the absence of a written objection delivered to the Lender as set forth above, the Lender's statement of the Borrower's Loan Account shall be conclusive evidence of the amount of the Borrower's Obligations.

2.15 Payment Dates. Any payment due hereunder on any day other than a Business Day shall be due on the next succeeding Business Day, and if such payment shall bear interest in accordance herewith, interest shall accrue to the date of payment.

3. REPORTING, ELIGIBILITY REQUIREMENTS AND COLLATERAL.

3.1 Reports.

(a) The Borrower shall submit to the Lender the following reports, each of which shall be accompanied by a certificate in the form attached hereto as Exhibit 3.1:

(i) not later than the last Business Day of each month an: Outstanding Car Hire Report, Outstanding Car Hire Report for Lessees That Do Own Accounting, Outstanding Claims Report, Listing of Other Accounts Receivable Balances, Maintenance Rebill Analysis and Aging, Utilization Comparison Report, Average Miles Per Day Report, copy of the Monthly General Ledger (Accounts Receivable - Trade), in the forms attached hereto as Exhibits 3.1(a) through (h) (collectively, the "Monthly Reports" and individually a "Monthly Report"), each of which Monthly Reports shall be as of the last Business Day of the preceding month (and with respect to the initial Monthly Reports furnished to the Lender on the date hereof, as of a date not prior to August 31, 1986);

(ii) as promptly as practicable but in no event later than the fifteenth (15th) day of each month, a Calculation of Monthly Revenue Estimates Report in the form attached hereto as Exhibit 3.1(i), which monthly report shall be as of the last Business Day of the preceding month (and with respect to the initial report furnished to the Lender on the date hereof, as of a date not prior to August 31, 1986);

(iii) on a weekly basis, summary pages of all fleet utilization reports.

(b) The Borrower shall furnish copies of any other reports or information, in a form and with such specificity as is reasonably satisfactory to the Lender, concerning (i) Accounts and any other documents in connection therewith reasonably requested by the Lender or (ii) the leasing activity of the Borrower's rolling stock.

3.2 Eligible Accounts. "Eligible Accounts" shall mean either:

(a) all Accounts constituting per diem rail car hire accounts receivable other than the following: (i) with respect to Account Debtors who do not do their own accounting, Accounts which remain unpaid thirty-one (31) days after the date of the initial car hire report issued with respect thereto and, with respect to Account Debtors who do their own accounting, Accounts which remain unpaid sixty (60) days past term; (ii) Accounts with respect to which the Account Debtor is an Affiliate (other than a Short Line Railroad) or an employee of the Borrower or its Affiliates; (iii) Accounts with respect to which the Account Debtor is the United States of America or any department, agency or instrumentality thereof, excluding Conrail; (iv) Accounts with respect to which the Account Debtor is not a resident of the United States or Canada unless the Account Debtor has supplied the Borrower with an irrevocable letter of credit, issued by a financial institution reasonably satisfactory to the Lender, sufficient to cover such Account in form and substance reasonably satisfactory to the Lender and without right of setoff; (v) specific Accounts for which the prospect of payment in full or performance in a timely manner by the Account Debtor (or by the Person responsible on behalf of the Account Debtor for such payment or performance) is or is likely to become impaired as determined by the Lender in the exercise of its reasonable discretion; (vi) Accounts with respect to which the Lender does not have a first and valid fully perfected security interest; provided, however, that during the period from the date hereof through September 30, 1987, up to \$3,000,000 of Accounts constituting per diem car hire accounts receivable which arise from the leasing of Excluded Rolling Stock and in which the Lender does not have a first and validly perfected security interest shall constitute Eligible Accounts hereunder to the extent that payments on such Accounts are made directly to the Borrower for its own account; (vii) Accounts with respect to which the Account Debtor is the subject of bankruptcy or a similar insolvency proceeding or has made an assignment for the benefit of creditors or whose assets have been conveyed to a receiver or trustee; (viii) Accounts to the extent that the Account Debtor's indebtedness to the Borrower exceeds a credit limit determined by the Lender in the Lender's reasonable discretion following delivery by the Lender to the Borrower of reasonable prior written notice of such credit limit; (ix) Accounts with respect to which the Account Debtor is located in New Jersey unless the Borrower

has filed a Notice of Business Activities Report with the New Jersey Division of Taxation for the then current year; and (x) Accounts with respect to which any disclosure is required in the applicable report in accordance with subsection 3.3 below; or

(b) the Borrower's reasonable and good faith estimate of aggregate anticipated car hire revenue as set forth on the Monthly Revenue Estimates Reports prepared in accordance with the Borrower's ordinary and customary practices and furnished to the Lender in accordance with clause (ii) of subsection 3.1(a) hereof, which shall be reduced by the estimated amount of anticipated car hire revenue not meeting the criteria for Eligible Accounts set forth in clause (a) of this subsection 3.2.

In the event that a previously scheduled Eligible Account ceases to be an Eligible Account under the above described criteria, the Borrower shall notify the Lender thereof.

3.3 Account Warranties. (a) With respect to Eligible Accounts described in subsection 3.2(a) and scheduled, listed or referred to in the initial Monthly Reports attached hereto as exhibits pursuant to subsection 3.1 or in any subsequent Monthly Reports, the Borrower warrants and represents to the Lender that, to the best of the Borrower's knowledge according to the Borrower's records, and except as disclosed in or reserved against in such Monthly Reports: (i) the Accounts are genuine, are in all respects what they purport to be, and are not evidenced by a judgment; (ii) they represent undisputed, bona fide transactions completed in accordance with the terms and provisions contained in the documents delivered to the Lender with respect thereto; (iii) the amounts shown on the applicable car hire report and on the Borrower's books and records and all invoices and statements which may be delivered to the Lender with respect thereto are actually and absolutely owing to the Borrower and are not in any way contingent, subject to adjustments in the ordinary course which are not material in the aggregate; (iv) no payments have been or shall be made thereon except payments immediately delivered to the Lender pursuant to this Agreement; (v) there are no setoffs, counterclaims or disputes existing or asserted with or against the Borrower with respect thereto, subject to adjustments in the ordinary course which are not material in the aggregate, and the Borrower has not made any agreement with any Account Debtor for any deduction therefrom except a discount or allowance allowed by the Borrower in the ordinary course of its business consistent with the Borrower's past practices or then prevailing industry standards; (vi) there are no facts, events or occurrences which would impair the validity or enforceability thereof or reduce the amount payable thereunder as shown on the respective car hire reports, the Borrower's books and records and all invoices and statements delivered to the Lender with respect thereto, subject to adjustments in the ordinary course which are not material in the aggregate; (vii) all Account Debtors have the capacity to contract and are paying their debts generally as they become due and owing, and (viii) such Eligible Accounts are not

subject to any lien, claim, encumbrance or security interest except that of the Lender.

(b) With respect to Eligible Accounts described in subsection 3.2(b) and reflected in any Monthly Revenue Estimates Report, the Borrower warrants and represents to the Lender that the representations and warranties contained in clause (a) of subsection 3.3 have been and will be taken into account in preparing such Monthly Revenue Estimates Report and establishing reserves with respect thereto or determining exclusions therefrom.

3.4 Verification of Accounts. The Lender shall have the right, at any time or times hereafter, in the name of a nominee of the Lender reasonably acceptable to the Borrower, and, at any time or times after the occurrence of an Event of Default, in the Lender's name, to verify the validity, amount or any other matter relating to any Account, by mail, telephone, or in person.

3.5 Collection of Accounts and Payments. After the date hereof, the Borrower, and any of its Affiliates, employees, agents or other Persons acting for or in concert with the Borrower, shall, acting as trustee for the Lender, receive, as the sole and exclusive property of the Lender, any monies, checks, notes, drafts or any other payments constituting proceeds of Accounts or other Collateral which come into the possession or under the control of the Borrower or any Affiliates, employees, agents or other Persons acting for or in concert with the Borrower (excluding any car hire payments received by the Borrower as agent on behalf of the Persons to whom such car hire payments are owed), and immediately upon receipt thereof, the Borrower or such Persons shall deposit the same or cause the same to be deposited in the bank account designated in writing by the Lender to the Borrower as the Lender's depository account with respect to such monies, drafts, checks, notes and other payments (the "Depository Account"); provided, however, that the Borrower shall not be deemed to be acting as trustee for the Lender with respect to, nor to be receiving as the sole and exclusive property of the Lender, monies, checks, drafts, notes or other payments not constituting Collateral or proceeds of Collateral, and shall not be required herein to deposit the same in the Depository Account if prohibited from doing so by any other Person having rights therein. At any time when no Event of Default has occurred and is continuing, and there are no Revolving Loan Obligations outstanding, the Lender shall promptly remit to the Borrower all monies deposited in the Depository Account.

3.6 Appointment of the Lender as Borrower's Attorney-in-Fact. The Borrower hereby irrevocably designates, makes, constitutes and appoints the Lender (and all persons designated by the Lender) the Borrower's true and lawful agent and attorney-in-fact (which appointment shall for all purposes be deemed to be coupled with an interest and shall be irrevocable for so long as any Obligations are outstanding), and authorizes the Lender, in the Borrower's or the Lender's name, to: (a) following the

occurrence of an Event of Default and the acceleration of all or any portion of the Obligations (i) demand payment of Accounts constituting Collateral; (ii) enforce payment of Accounts constituting Collateral by legal proceedings or otherwise; (iii) exercise all of the Borrower's rights and remedies with respect to proceedings brought to collect an Account constituting Collateral; (iv) sell or assign any Account constituting Collateral upon such terms, for such amount and at such time or times as the Lender deems advisable; (v) settle, adjust, compromise, extend or renew an Account constituting Collateral; (vi) discharge and release any Account constituting Collateral; (vii) prepare, file and sign the Borrower's name on any proof of claim in bankruptcy or other similar document against an Account Debtor; (viii) notify the postal authorities of any change of the address for delivery of the Borrower's mail to an address designated by the Lender, and open and dispose of all mail addressed to the Borrower (excluding mail from the Borrower's counsel which is clearly marked as such); (ix) take control in any manner of any item of payment or proceeds of any Account constituting Collateral; (x) have access to any lockbox or postal box into which the Borrower's mail is deposited; and (xi) do all acts and things which are necessary, in the Lender's sole reasonable discretion, to fulfill the Borrower's Obligations under this Agreement; and (b) at any time, to (i) endorse the Borrower's name upon any items of payment or proceeds thereof and deposit the same in the Lender's account on account of the Borrower's Obligations; (ii) endorse the Borrower's name upon any chattel paper, document, instrument, invoice, or similar document or agreement relating to any Account constituting Collateral or any goods pertaining thereto; (iii) execute in the Borrower's name and on the Borrower's behalf any financing statements or amendments thereto; (iv) endorse the Borrower's name on any verification of Accounts constituting Collateral and notices thereof to Account Debtors; and (v) communicate with the Borrower's independent Certified Public Accountants.

3.7 Account Records. The Borrower shall at all times hereafter maintain a record of Accounts, keeping correct and accurate records with respect to Account Debtors, including without limitation, records supporting the reports furnished to the Lender pursuant to subsection 3.1 hereof, all of which records shall be available during the Borrower's usual business hours at the request of any of the Lender's officers, employees or agents. The Borrower shall cooperate fully with the Lender and its agents who shall have the right at any time or times during the Borrower's usual business hours to inspect the Accounts and the records with respect thereto. The Borrower shall conduct a review of its bad debt reserves and collection histories at least once each year and promptly following such review shall supply the Lender with a report in a form and with such specificity as may be reasonably satisfactory to the Lender concerning such review of the Accounts.

3.8 Notice to Account Debtors. The Lender may, in its sole discretion, at any time or times following the occurrence of an Event of Default, and without prior notice to the Borrower,

notify any or all Account Debtors that the Accounts constituting Collateral have been assigned to the Lender and that the Lender has a security interest therein and the Lender may direct any or all Account Debtors to make all payments upon the Accounts constituting Collateral directly to the Lender. The Lender shall furnish the Borrower with a copy of any such notice.

3.9 Safekeeping of Inventory and Inventory Covenants. The Lender shall not be responsible for: (i) the safekeeping of the Inventory; (ii) any loss or damage to the Inventory; (iii) any diminution in the value of the Inventory; or (iv) any act or default of any carrier, lessee, warehouseman, bailee, forwarding agency or any other Person. As between the Borrower and the Lender, all risk of loss, damage, destruction or diminution in value of the Inventory shall be borne by the Borrower.

3.10 Inventory Warranties. The Borrower warrants and represents that the Inventory is in good condition and repair and is currently used or usable in the Borrower's business except for ordinary wear and tear and Casualties occurring in the ordinary course of business prior to the date hereof.

3.11 Rolling Stock Records. The Borrower shall at all times hereafter keep complete and accurate records describing in the aggregate the kind, type and age of the Rolling Stock, whether owned or leased, and the Borrower's cost therefor and accumulated depreciation thereon and acquisitions, retirements, sales, or other dispositions thereof, all of which records shall be available during the Borrower's usual business hours on demand to any of the Lender's officers, employees or agents.

3.12 Maintenance of Equipment and Inventory. Except for ordinary wear and tear, depreciation and obsolescence and Casualties the Borrower shall, to the extent commercially reasonable, keep and maintain the Rolling Stock and the Equipment and other Inventory material to the Borrower's business in good operating condition and repair and shall make all necessary replacements thereof and renewals thereto so that the value and operating efficiency thereof shall at all times be maintained and preserved. The Borrower shall not permit items of Equipment which are material individually or in the aggregate to the Borrower's business or any item of Inventory to become a fixture to real estate or an accession to other personal property not constituting Collateral; provided, however, that the foregoing shall not be deemed to prohibit the Borrower from attaching Inventory constituting replacement parts to items of Excluded Rolling Stock in the ordinary course of the Borrower's business consistent with past practices. To the extent within the Borrower's control, the Borrower shall not permit the Equipment or Inventory to be operated or maintained in violation of any applicable law, statute, rule or regulation. In addition, with respect to all items of Rolling Stock leased to others, the Borrower shall keep, maintain, repair and replace such leased Rolling Stock in accordance with the terms of the lease relating thereto, subject to subsection 8.9 hereof.

3.13 Intellectual Property. The Borrower shall maintain ownership of or rights to use such Intellectual Property, including software, as may be reasonably necessary to conduct its business as heretofore conducted in all material respects.

4. CONDITIONS TO ADVANCES.

4.1 Conditions to Advances. The making of the initial advance under the Revolving Loan and the funding of the Term Loan and each subsequent advance under the Revolving Loan which causes the outstanding balance of the Revolving Loan to exceed the greater of (i) the average daily closing balance of the Revolving Loan during the preceding calendar month or (ii) the closing balance of the Revolving Loan on the day immediately preceding the day of such advance, shall be conditioned upon the matters set forth in this subsection 4.1 (except that no subsequent advances will be subject to the condition contained in clause (i) of subsection (a) below).

All other subsequent advances under the Revolving Loan shall be conditioned upon the matters set forth in clause (ii) of subsection (a) below, subsection (b) below and clause (i) of subsection (d) below.

Failure to meet any condition set forth in this Section 4 shall not, in and of itself, be deemed to constitute a Default or an Event of Default if such failure would not otherwise constitute a Default or an Event of Default under any other Section of this Agreement.

(a) Warranties and Representations. (i) All of the warranties and representations of the Borrower contained herein, and of the Guarantor contained in the Guaranty, shall be true and correct in all material respects on and as of the date hereof.

(ii) The warranties and representations of the Borrower contained in clause (i) of subsection 6.1 below and in subsections 6.11 and 6.22 below shall be true and correct in all material respects on and as of the date of such advance as if made on such date, and each request for an advance shall constitute an affirmation by the Borrower that such warranties and representations are then true and correct.

(b) Borrower's Request. The Lender shall have received, on the day an advance is to be made, in time for the Lender to make such advance, (i) a telephonic request from the Borrower for an advance in a specific amount, including, with respect to the initial advances hereunder, the amount of the advances under the Term Loan and the Revolving Loan, (ii) all reports required to have been furnished by the Borrower to the Lender prior to the day of such advance pursuant to subsection 3.1 hereof, and (iii) copies of all other documents required to have been delivered to the Lender hereunder.

(c) Financial Condition. As determined by the Lender in its sole reasonable discretion, no material adverse change in the financial condition or operations of the Borrower or the Guarantor shall have occurred at any time or times subsequent to the most recent annual financial statements provided pursuant to subsection 7.1(iii) hereof.

(d) No Default. (i) As determined by the Lender, no Event of Default shall have occurred and be continuing or will result from such advance.

(ii) As determined by the Lender, no Default or Event of Default shall have occurred and be continuing or will result from such advance.

(e) No Litigation; Approvals. (i) No litigation, investigation or proceeding before any court, governmental agency or arbitrator shall be pending or threatened against the Borrower or the Guarantor or any Affiliate thereof or any officer, director, or executive (as applicable) of the Borrower or the Guarantor or any Affiliate thereof (A) in connection with this Agreement, the other Financing Agreements and the Restructuring Agreements which, in the sole reasonable opinion of the Lender, is deemed material or (B) which, if adversely determined, would, in the sole reasonable opinion of the Lender, have a material adverse effect on the financial condition, business, or results of operations of the Borrower or the Guarantor; and (ii) no injunction, writ, restraining order or other order of any nature materially adverse to the Borrower or the Guarantor shall have been issued or threatened by any court or governmental agency.

(f) Contracts. No breach by the Borrower shall have occurred under any agreement, document or instrument (other than an agreement, document or instrument evidencing Indebtedness), whether now or hereafter existing between the Borrower and any other Person, if such breach has continued more than thirty (30) days after such breach first occurred and would, in the sole reasonable opinion of the Lender, have a material adverse effect on the financial condition, business or results of operations of the Borrower.

4.2 Conditions to Initial Advance and Funding of the Term Loan. The making of the initial advance of funds under the Revolving Loan and funding of the Term Loan shall be conditioned upon the delivery of the following documents to the Lender, in form and substance satisfactory to the Lender, and the consummation of all of the transactions or the satisfaction of each condition contemplated by each such document.

(a) Agreement; Notes. Two duly executed copies of this Agreement and one duly executed copy of the Revolving Loan Note and Term Note conforming to the requirements hereof.

(b) Legal Opinion. The legal opinion of Borrower's counsel reasonably satisfactory to the Lender.

(c) Trustee's Certificate. A certificate executed by the Trustee (i) certifying that it has transferred to the Borrower all of its right, title and interest in the Rolling Stock and other Inventory held in the Amended ETC Series Trusts to which they were subject, and (ii) to the effect that the Trustee has not caused the imposition of any lien, claim, charge or encumbrance upon any of such Rolling Stock or other Inventory.

(d) Guaranty. Two duly executed copies of the Guaranty.

(e) UCC. Evidence of the proper filing of UCC financing statements perfecting security interests in favor of the Lender in the Collateral.

(f) Officers' Certificate. A certificate executed by the chief executive officer or chief financial officer of the Borrower and of the Guarantor stating that (i) no Default or Event of Default has occurred and is continuing; (ii) no material adverse change in the financial condition or operations of the Borrower or the Guarantor has occurred since June 30, 1986; (iii) the representations and warranties of the Borrower contained in subsections 6.14 and 6.27 hereof are true and correct as of the date hereof.

(g) [Deliberately Omitted]

(h) Motor Vehicles. Title certificates for each item of Inventory constituting a titled vehicle.

(i) Insurance and Endorsements. Except as otherwise permitted under subsection 7.6, copies of all policies of insurance required hereby together with loss payable endorsements (to the extent of the Lender's interest) on the Lender's standard form, duly executed, and evidence of the payment of current premiums therefor.

(j) Initial Reports and Other Exhibits. Copies of the initial reports to be delivered by the Borrower to the Lender pursuant to Section 3.1 hereof, the initial Projections, and all financial statements and other Exhibits required hereby.

(k) Closing Fee. The Closing Fee in accordance with subsection 2.11 hereof.

(l) Charter and Bylaws. A copy of the Articles of Incorporation of each of the Borrower and the Guarantor, certified by the Secretary of State of Delaware as of a date not more than 20 days prior to the date hereof, and a copy of the bylaws of each of the Borrower and the Guarantor and any amendments thereto

certified by the Secretary of the Borrower or the Guarantor, as the case may be.

(m) Good Standing Certificates. A good standing certificate for each of the Borrower and the Guarantor in the jurisdiction of its respective incorporation and, with respect to the Borrower only, a good standing certificate with respect to Illinois and California.

(n) Board Resolutions. Certified copies of resolutions of the board of directors of the Guarantor and the Borrower authorizing the execution and delivery of and the consummation of the transactions contemplated by: this Agreement, the Guaranty, the other Financing Agreements, the Restructuring Agreements and all other documents or instruments to be executed and delivered in conjunction herewith and therewith.

(o) Incumbency Certificates. Incumbency certificates with respect to the officers of the Guarantor and the Borrower executing the documents referred to in item (n) above.

(p) [Deliberately Omitted]

(q) Leasehold Interests. Assignments of leases with respect to Rolling Stock.

(r) Guarantor's Counsel's Opinion. A legal opinion of counsel for the Guarantor reasonably satisfactory to the Lender.

(s) Accountants' Letter. A letter authorizing Borrower's independent certified public accountants to communicate with the Lender in accordance with subsection 7.1 hereof.

(t) Power of Attorney. A power of attorney in favor of the Lender with respect to the matters set forth in Section 5 and in subsections 3.6 and 7.6 hereof in form and substance satisfactory to the Lender.

(u) Appointment of Agent for Service. An appointment of CT Corporation System as the Borrower's agent for service of process.

(v) Letter of Direction. A letter of direction from the Borrower with respect to the disbursement of the proceeds of the initial advance under the Revolving and the funding of the Term Loan hereunder.

(w) Consummation of Restructuring. The holders of the Amended Trust Certificates shall have approved the transactions contemplated by the Restructuring Agreements; all conditions precedent to the consummation of such transactions shall have been

satisfied, and such transactions shall have been consummated and all of the Amended ETC Series Trusts shall have been terminated and evidence thereof, together with releases executed by the Trustee, shall be filed with the Interstate Commercial Commission on the date hereof, all upon the terms and conditions set forth in the Restructuring Agreements; the title to all Rolling Stock leased by the Borrower pursuant to the terminated Amended ETC Series Trusts shall have been transferred to the Borrower in connection with such termination, free and clear of all liens, claims, charges, security interests and encumbrances pursuant to appropriate release and transfer documents satisfactory to the Lender and its counsel.

(x) Funding Agreement. The Funding Agreement executed by the Guarantor in favor of the Lender (the "Funding Agreement").

(y) [Deliberately Omitted]

(z) [Deliberately Omitted]

(aa) Restructuring Agreements. A true and complete copy of each Restructuring Agreement.

(bb) [Deliberately Omitted]

(cc) Security Agreement. The Borrower shall have executed and delivered the Security Agreement, and the Security Agreement shall have been filed with the Interstate Commerce Commission and shall be effective to create in favor of the Lender a valid and perfected first security interest in the Rolling Stock.

(dd) Canadian Filings. The Borrower shall have executed such security agreements and mortgages covering Collateral located in Canada from time to time as shall be satisfactory to the Lender and its counsel, and the Lender shall have received evidence of such filings thereof, including, without limitation, with the Registrar General of Canada, and publication of notice thereof in the Canada Gazette as shall be required by the Railway Act (Canada) or otherwise to protect Lender's security interest therein to the fullest extent permitted under Canadian law.

(ee) [Deliberately Omitted.]

(ff) Subordination Agreement. The Guarantor shall have executed and delivered the Subordination Agreement.

5. COLLATERAL.

5.1 Security Interest. All of the Borrower's Obligations constitute one loan secured by the Lender's security interests in the Collateral and by all other security interests, liens, mortgages, claims and encumbrances now or from time to time hereafter granted by the Borrower to the Lender. To secure payment and performance of the Obligations, the Borrower hereby sells, assigns, conveys, mortgages, pledges, hypothecates and

transfers and hereby grants to the Lender a right of setoff against and a continuing lien upon and security interest in and to the following property and interests in property, whether now owned or hereafter acquired by the Borrower and wheresoever located: (i) Accounts; (ii) General Intangibles; (iii) Inventory (including without limitation Rolling Stock); (iv) Equipment; (v) Intellectual Property; (vi) all of the Borrower's right, title and interest in and to all deposit accounts (general or special) with any financial institution with which the Borrower maintains deposits; (vii) all of the Borrower's now owned or hereafter acquired monies, and any and all other property and interests in property now owned or hereafter acquired by the Borrower and now or hereafter coming into the actual possession, custody or control of the Lender or any agent of the Lender; (viii) all insurance policies relating to any of the foregoing, including without limitation business interruption insurance, if any; (ix) all of the Borrower's books and records relating to any of the foregoing; (x) all accessions and additions to, substitutions for, and replacements and products of any of the foregoing; and (xi) all cash collections from, and all other cash and non-cash proceeds of, any of the foregoing; provided, however, that, except as otherwise set forth in Exhibit 5.1 hereto, no grant of any security interest hereunder is intended and the Borrower does not convey or grant to the Lender any right, title or interest in or to (1) the Borrower's interest in any conditional sales agreement or capitalized lease relating to the Excluded Rolling Stock, (2) the Borrower's interest in any operating lease to the extent such lease relates to Excluded Rolling Stock, (3) any Account or General Intangible to the extent such Account or General Intangible relates to an item of Excluded Rolling Stock identified on Exhibit 1.1B hereto or to any hereafter acquired item of Excluded Rolling Stock with respect to which the Borrower is prohibited from granting to the Lender a security interest in such Account or General Intangible under the terms of the Borrower's financing with respect to such item of Excluded Rolling Stock, (4) capital stock in the Subsidiaries, (5) property in the possession of the Borrower which is not owned by the Borrower, and (6) Excluded Rolling Stock.

5.2 Preservation of Collateral and Perfection of Security Interests Therein. Prior to the execution of this Agreement, the Borrower shall have executed and delivered to the Lender, and at any time or times hereafter at the request of the Lender, the Borrower shall execute and deliver, all financing statements, security agreements, amendments thereto, or other documents (and pay the cost of filing or recording the same in all public offices deemed necessary by the Lender), as the Lender may request, in a form satisfactory to the Lender, to perfect and maintain the security interests in the Collateral granted by the Borrower to the Lender or to otherwise protect and preserve the Collateral and the Lender's security interests therein or to enforce the Lender's security interests in the Collateral. Should the Borrower fail to do so, the Lender is authorized to sign any such financing statements or other documents as the Borrower's agent. The Borrower

further agrees that a carbon, photocopy or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. The Borrower shall make appropriate entries upon its books and records disclosing the Lender's liens and security interests in the Collateral. The Borrower shall not remark any item of Rolling Stock with new or different identification numbers or otherwise alter any item of Rolling Stock in a manner such that the description of such item of Rolling Stock contained in the Security Agreement, any lease assignment or any other financing statement or security agreement would become inaccurate, except for remarking performed in the ordinary and regular course of the Borrower's business; provided that with respect to remarking performed in the ordinary and regular course of the Borrower's business, the Borrower shall identify to the Lender in the format of the Borrower's regular records those items of Rolling Stock which have been remarked together with the new identification numbers for such items of Rolling Stock on a monthly basis upon the Borrower's obtaining knowledge of the foregoing, but in no event later than the date which is substantially contemporaneous with the completion of the remarking of any distinct group of Rolling Stock, and the Borrower shall cause the Security Agreement, any lease assignment and any other financing statement or security agreement affected thereby to be amended to reflect such remarking at such times as may be reasonably requested by the Lender.

5.3 After-Acquired Rolling Stock and Related Collateral. If the Borrower shall acquire Rolling Stock after the date hereof, which Rolling Stock is not subject to any Permitted Lien under clause (iv) of subsection 8.1 hereof, including, without limitation, the Excluded Rolling Stock listed on Exhibit 1.1B hereto, the Borrower shall execute and deliver any and all documents, including amendments to the Security Agreement, necessary or appropriate to grant to the Lender a first and prior perfected security in such Rolling Stock and all related operating leases, Accounts and other related Collateral.

5.4 Release of Security Interests. If at any time hereafter, the Borrower shall (a) sell or otherwise dispose of any asset in accordance with subsection 7.13 or (b) purchase any asset subject to a Permitted Lien under clause (iv) of subsection 8.1 hereof, the Lender shall release its interest, if any, in such asset (and, if such asset is Excluded Rolling Stock, its interest in any Account or General Intangible to the extent such Account or General Intangible relates to such item of Excluded Rolling Stock and the Borrower is prohibited from granting to the Lender a security interest in such Account or General Intangible under the terms of the Borrower's financing with respect to such Excluded Rolling Stock) and the Lender shall, at the Borrower's expense, execute all necessary or appropriate instruments or documents or shall file any necessary amendments or supplements to such of the Financing Agreements as the Borrower may reasonably request so as to permit the Borrower to sell or otherwise dispose of such asset or grant and convey the security interests contemplated by this

subsection 5.3 to such other lender, including without limitation amendments or supplements required if the Borrower shall remark any item of Excluded Rolling Stock with a different identification number. Upon full and final payment of the Obligations, the Lender shall release any and all security interests in the Collateral.

5.5 Titled Vehicles. The Borrower shall deliver to the Lender title certificates with respect to each item of Inventory constituting a titled vehicle in accordance with subsection 4.2(h) and with respect to each item of Inventory constituting a titled vehicle hereafter acquired by the Borrower. The Lender shall hold such title certificates and shall deliver them to the Borrower upon reasonable prior notice for disposition in accordance with subsection 7.13 hereof. Upon the occurrence of an Event of Default, the Lender may, at its option, note its security interest in the vehicles represented by such title certificates and proceed to file the same in the appropriate filing office(s).

6. WARRANTIES.

The Borrower represents and warrants that as of the date of the execution of this Agreement and, with respect to advances subject to clause (ii) of subsection 4.1(a) hereof, as of the time of each such advance (but only with respect to the warranties contained in clause (i) of subsection 6.1 below and in subsections 6.11 and 6.22 below):

6.1 Existence; Qualification. (i) The Borrower and each Restricted Subsidiary is a corporation duly organized, validly existing and in good standing in the state of its respective incorporation.

(ii) The Borrower and each Restricted Subsidiary is qualified to transact business as a foreign corporation in, and is in good standing in each state in which the failure to so qualify would have a material adverse effect on its financial condition, business or results of operations. All jurisdictions in which the Borrower is qualified to do business as a Foreign corporation are listed on Exhibit 6.1 hereto.

6.2 Authority. The Borrower has full power, authority and legal right to enter into this Agreement, the other Financing Agreements and the Restructuring Agreements and the Guarantor has full power, authority and legal right to enter into the Guaranty. The execution and delivery by the Guarantor of the Guaranty and by the Borrower of this Agreement, the other Financing Agreements and the Restructuring Agreements: (i) have been duly authorized by all necessary action on the part of the Borrower and the Guarantor; (ii) are not in contravention of the terms of the Borrower's or the Guarantor's Certificate of Incorporation or Bylaws or of any indenture, agreement or undertaking to which the Borrower or the Guarantor is a party or by which the Borrower or the Guarantor or any of their respective properties are bound; (iii) do not, as of

the date of execution hereof, require any governmental consent, registration or approval hereto; (iv) do not contravene any contractual or governmental restriction or law, rule or regulation to which the Borrower or the Guarantor or any of the Borrower's or the Guarantor's property may be subject; and (v) will not, except as contemplated herein, result in the imposition of any lien, charge, security interest or encumbrance upon any property of the Borrower or any Restricted Subsidiary or the Guarantor under any existing indenture, mortgage, deed of trust, loan or credit agreement or other material agreement or instrument to which the Borrower or the Guarantor is a party or by which the Borrower or the Guarantor or any of their respective properties may be bound or affected. The Borrower has the full corporate authority to own or lease and operate its property and to conduct the business in which it is currently engaged and in which it proposes to engage.

6.3 Binding Effect. This Agreement, the Restructuring Agreements and all of the other Financing Agreements have been duly executed and delivered by the Borrower, are the legal, valid and binding obligations of the Borrower and are enforceable against the Borrower in accordance with their terms. The Guaranty has been duly executed and delivered by the Guarantor, is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

6.4 Financial Data and Corporate Organization. (a) The Borrower has furnished to the Lender the pro forma balance sheet (the "Pro Forma") of the Borrower and the Restricted Subsidiaries on a consolidated basis dated as of the most recent month ended prior to the date hereof and a copy of which is attached hereto as Exhibit 6.4-1. The Pro Forma was prepared in good faith and fairly represents the Borrower's assets and liabilities in accordance with Generally Accepted Accounting Principles, consistently applied, taking into account the transactions contemplated by the Restructuring Agreements and this Agreement. There has been no material adverse change in the financial condition of the Borrower since the date of the Pro Forma.

(b) The Borrower has also furnished to the Lender initial Projections for the Borrower dated as of the date hereof and attached hereto as Exhibit 6.4-2, containing the information required by clause (iv) of subsection 7.1 hereof. The initial Projections attached hereto as Exhibit 6.4-2 have been prepared by the chief financial executive of the Borrower on the basis of the assumptions set forth therein and do represent the best available good faith estimate of the Borrower's management regarding the course of the Borrower's business for the periods covered thereby. The assumptions set forth in the initial Projections are reasonable and realistic based on then current economic conditions. The Projections have been prepared on a basis consistent with Generally Accepted Accounting Principles.

(c) The issued and outstanding capital stock of the Borrower as of the date of the first advance hereunder will be as set forth in the Pro Forma. All of such capital stock will be duly authorized and validly issued and will be fully paid and nonassessable and subject to no security interests, liens, pledges, charges, claims, encumbrances or repurchase agreements except as set forth on Exhibit 6.4(c) hereto.

6.5 Collateral. (a) Attached hereto as Exhibit 6.5-A is a list of railroad cars and trailers that were owned by the Borrower or held subject to the Equipment Trust Agreement (collectively, the "Presently Owned Rolling Stock") as of July 30, 1986. There have been no material increases or decreases in the numbers of Presently Owned Rolling Stock since July 30, 1986. The Borrower has good and merchantable title to the Presently Owned Rolling Stock free and clear of all security interests, liens, pledges, and encumbrances, except nonmaterial encumbrances permitted in accordance with clauses (i) and (ii) of subsection 8.1, liens or security interests in favor of the Lender and the operating leases and subleases listed on Schedule 6.5-B hereto.

(b) The Borrower has no ownership interest in railroad cars or trailers or other rolling stock other than the Presently Owned Rolling Stock set forth in Schedule 6.5-A hereto or the Excluded Rolling Stock (which includes the railcars constituting Excluded Rolling Stock listed in Exhibit 1.1B hereto), all of which Excluded Rolling Stock is subject to purchase money, leveraged lease or other similar financing arrangements with other lenders.

(c) Attached hereto as Schedule 6.5-B is a list of all operating leases or subleases to which the Rolling Stock is subject (the "Leases"). All of the Leases have been assigned to the Lender to the extent that such Leases relate to Presently Owned Rolling Stock, except as identified on Schedule 6.5-B. There are no operating leases or subleases with respect to the Presently Owned Rolling Stock which have not been assigned to the Lender, except as identified on Schedule 6.5-B. The Borrower's interest in the Leases is free and clear of all security interests, liens, pledges, charges, claims, encumbrances or assignments, except the assignments thereof to the Lender and partial assignments thereof to other creditors to the extent that Excluded Rolling Stock in which such other creditors have an interest is subject to any such Lease.

(d) All of the Borrower's Accounts arising from the sale or lease of Presently Owned Rolling Stock or the rendering of services by the Borrower are owned by the Borrower free and clear of all security interests, liens, pledges, encumbrances or assignments ("Included Accounts"), except that Accounts arising from the sale or lease of Excluded Rolling Stock are or may be subject to security interests (whether perfected or unperfected) in favor of creditors who hold security interests in or title to the Excluded Rolling Stock ("Excluded Accounts"). Other than the Included

Accounts and Excluded Accounts, the Borrower has no material Accounts.

(e) All of the Collateral (other than the Presently Owned Rolling Stock, the Leases and Accounts treated in the preceding paragraphs of this subsection 6.5) is owned by the Borrower free and clear of all recorded security interests, liens or encumbrances, based on the search results attached hereto as Schedule 6.5-C.

(f) The Indebtedness listed on Exhibit 6.15 is secured only by assets other than Collateral and the creditors' recourse with respect thereto is as set forth on Exhibit 6.15.

6.6 Solvency. The Borrower will be Solvent after giving effect to the transactions contemplated by the Restructuring Agreements and this Agreement.

6.7 Places of Business. As of the date hereof, the principal place of business and chief executive office of the Borrower is located at 55 Francisco Street, San Francisco, California 94133. As of the date hereof, the books and records of the Borrower and all chattel paper and all records of account are located at the principal place of business and chief executive office of the Borrower. As of the date hereof, the Borrower conducts its business only from the locations listed on Exhibit 6.7 hereto, and the Collateral, other than Rolling Stock, is located only at the offices listed on Exhibit 6.7 hereto.

6.8 Other Names. Since September 1983, the business conducted by the Borrower has not been conducted under any corporate, trade or fictitious name other than those names listed on Exhibit 6.8 hereto.

6.9 Tax Obligations. The Borrower has filed complete and correct federal, state and local tax reports and returns required by and prepared in accordance with any law or regulation, except for extensions duly obtained, and has either duly paid all taxes, duties and charges owed by it, or made adequate provision for the payment thereof. There are no material unresolved questions or claims concerning any tax liability of the Borrower.

6.10 Indebtedness and Liabilities. The Borrower has no Indebtedness except as set forth on Exhibit 6.10-1 hereto. Except for such Indebtedness listed on Exhibit 6.10-1, Indebtedness incurred in connection with the Restructuring and listed on Exhibit 6.10-2, and liabilities for trade payables and accrued expenses reflected on the Pro Forma attached hereto as Exhibit 6.4-1, the Borrower has no Liabilities.

6.11 Use of Proceeds and Margin Security. The Borrower shall use the proceeds of the initial advance under the Revolving Loan and the funding of the Term Loan solely to consummate the transactions contemplated by the Restructuring Agreements, and

shall use the proceeds of all advances and loans hereunder for proper business purposes, consistent with all applicable laws, statutes, rules and regulations. The Borrower does not own any margin security, and none of the loans advanced or funded hereunder will be used for the purpose of purchasing or carrying any margin securities or for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase any margin securities or for any other purpose not permitted by Regulation G or U of the Board of Governors of the Federal Reserve System.

6.12 [Deliberately Omitted]

6.13 Investments. Except as disclosed on Exhibit 6.13 hereto, as of the date hereof, the Borrower has no investment in any Person and is not engaged in any joint venture or partnership with any other Person.

6.14 Litigation and Proceedings. Except as set forth on Exhibit 6.14 hereto, no judgments or orders are outstanding against the Borrower, the Guarantor or any Restricted Subsidiary (which in each case with respect to the Guarantor, has a material adverse effect upon the financial condition, results of operations or business of the Guarantor or the ability of the Guarantor to perform its obligations under the Guaranty and which, in each case with respect to any Restricted Subsidiary, has a material adverse effect upon the financial condition, results of operations or business of such Restricted Subsidiary) nor, except as set forth in Exhibit 6.14 hereto, is there now pending or, to the best of the Borrower's knowledge after diligent inquiry, threatened any litigation, claim, arbitration or governmental proceeding by or against the Borrower, the Guarantor or any Restricted Subsidiary (which, in each case with respect to the Guarantor, might have a material adverse effect upon the financial condition, results of operations or business of the Guarantor or the ability of the Guarantor to perform its obligations under the Guaranty and which, in each case with respect to the Borrower or a Restricted Subsidiary, involves more than \$250,000 at issue or the seeking of injunctive relief with respect to any material part of the Borrower's or any such Restricted Subsidiary's operations).

6.15 Other Agreements. Except as set forth on Exhibit 6.15 hereto, the Borrower is not in default under any indenture, loan agreement, mortgage, deed of trust or similar document relating to the borrowing of monies or any other material contract, lease, or commitment to which it is a party or by which it is bound. All of such defaults will be cured by consummation of the transactions contemplated by the Restructuring Agreements and this Agreement, except as set forth on Exhibit 6.15. Except as set forth in Exhibit 6.14 hereto, there is no dispute regarding any contract, lease, or commitment which is material to the financial condition, results of operations or business of the Borrower.

6.16 Employee Controversies. There are no strikes, work stoppages or controversies pending or, to the best of the Borrower's knowledge after diligent inquiry, threatened, between the Borrower and any of its employees, other than employee grievances arising in the ordinary course of business which are not, in the aggregate, material to the financial condition, results of operations or business of the Borrower.

6.17 Compliance with Laws and Regulations. The execution and delivery by the Borrower of this Agreement and all of the other Financing Agreements and the performance of the Borrower's obligations hereunder and thereunder are not in contravention of any laws, orders, regulations or ordinances. The Borrower is in compliance with all laws, orders, regulations and ordinances of all federal, foreign, state and local governmental authorities relating to the business operations and the assets of the Borrower, except for laws, orders, regulations and ordinances the violation of which would not, in the aggregate, have a material adverse effect on the Borrower's financial condition, results of operations or business.

6.18 Patents, Trademarks and Licenses. There are no patents, patent applications, copyrights, service marks, trademarks, tradenames or licenses with respect thereto owned or used by the Borrower which are material to the conduct of its business.

6.19 ERISA. The Borrower has no obligations with respect to any Plans except as disclosed on Exhibit 6.19 hereto. No events, including, without limitation, any "Reportable Event" or "Prohibited Transaction," as those terms are defined under ERISA, have occurred in connection with any Plan of the Borrower which might constitute grounds for the termination of any such Plan by the Pension Benefit Guaranty Corporation or for the appointment by any United States District Court of a trustee to administer any such Plan and which might result in a material liability to the Borrower. All of the Borrower's Plans meet the minimum funding standards of Section 302 of ERISA. The Borrower is not subject to or bound to make contributions to any "multiemployer plan" as such term is defined in Section 4001(a)(3) of ERISA.

6.20 Adverse Contracts. The Borrower is not a party to, nor is the Borrower or any of its property subject to or bound by, any forward purchase contract or futures contract or covenant not to compete, or other similar agreement which has a material adverse effect on its financial condition, results of operations or business.

6.21 Approvals. There are no consents, authorizations, approvals or orders of any court or governmental agency or authority required under the terms of any orders relating to the reorganization of the Guarantor or the Borrower in order to consummate the transactions contemplated by the Restructuring Agreements, this Agreement or the other Financing Agreements.

6.22 Investment Company Act. The Borrower is not an "investment company" or a company "controlled" by an investment company within the meaning of the Investment Company Act of 1940, as amended.

6.23 Broker's Fees. Neither the Lender nor the Borrower is or will become obligated to any Person with respect to any finder's or brokerage or similar fee or commission in connection with the transactions contemplated hereby by virtue of any act or statement by the Borrower, the Guarantor or any Person acting on behalf of either of them.

6.24 Licenses and Permits. The Borrower has been and is current and in good standing with respect to all governmental approvals, permits, certificates, licenses, inspections, consents and franchises necessary to continue to conduct its business and to own or lease and operate its properties in the same manner in all material respects as heretofore conducted, owned, leased or operated by it.

6.25 Bankruptcy. Neither the Borrower, the Guarantor, nor any of their respective assets is subject to the jurisdiction of any federal bankruptcy court.

6.26 Environmental Compliance. There are no material claims, investigations, litigation, administrative proceedings, whether pending or threatened, or judgments or orders against the Borrower relating to any hazardous substances, hazardous wastes, discharges, emissions or other forms of pollution (collectively "EPA Matters") relating in any way to any facility owned or used by the Borrower or the business of the Borrower. Except as set forth in Exhibit 6.26 hereto, the Borrower has no liability for clean-up, compliance or required Capital Expenditures in connection with any EPA Matter arising prior to the date hereof.

6.27 Full Disclosure. This Agreement, the financial statements delivered in connection herewith and any other document delivered or to be delivered by the Borrower, do not and will not contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained therein or herein, in light of the circumstances under which they were made, not misleading. There is no material fact which the Borrower has not disclosed to the Lender in writing which materially and adversely affects or, so far as the Borrower can now foresee, will materially and adversely affect the assets, business, prospects, profits, or condition (financial or otherwise) of the Borrower, the rights of the Lender or the ability of the Borrower to perform this Agreement.

6.28 Survival of Warranties. All representations and warranties contained in this Agreement or any of the other Financing Agreements shall survive the execution and delivery of this Agreement and the termination hereof.

7. AFFIRMATIVE COVENANTS.

The Borrower covenants and agrees that, so long as any Obligations remain outstanding, and (even if there shall be no Obligations outstanding) so long as this Agreement remains in effect:

7.1 Financial Statements. The Borrower shall keep proper books of record and account in which full and true entries will be made of all dealings or transactions with respect of or in relation to the business and affairs of the Borrower, in accordance with Generally Accepted Accounting Principles consistently applied, and the Borrower shall cause to be furnished to the Lender: (i) as soon as practicable and in any event within thirty (30) days after the end of each of the first two months of any quarter and within forty-five (45) days after the end of the third month of any quarter (provided that with respect to the third month of the fourth quarter, within sixty (60) days after the end of such month) a statement of income and changes in financial position for the month and for the period from the beginning of the then current fiscal year to the end of such month together with a comparison of year-to-date results to the corresponding period in the preceding fiscal year, and a balance sheet as of the end of the current month and as of the end of the preceding fiscal year, and as soon as practicable and in any event within forty-five (45) days after the end of each of the first three quarters and within sixty (60) days following the end of the fourth quarter, a statement of income and changes in financial position for the period from the beginning of the then current fiscal year to the end of such quarter compared to Projections for the period and compared to the corresponding period in the preceding fiscal year, and a balance sheet as of the end of the period compared to Projections as of the end of such period and compared to the balance sheet as of the end of the preceding fiscal year, all in reasonable detail and certified as presenting fairly in accordance with Generally Accepted Accounting Principles the Borrower's financial position and results of operations by the chief financial officer or treasurer of the Borrower, subject to changes resulting from normal quarterly adjustments (in the case of monthly financial statements) or normal year-end adjustments (in the case of monthly and quarterly financial statements); (ii) together with the Monthly Reports delivered in accordance with subsection 3.1(a), fleet size reports, monthly Rolling Stock casualty reports and management reports which accompany financial reports; (iii) as soon as practicable and in any event within ninety (90) days after the end of each fiscal year, statements of income, and changes in financial position of the Borrower for such year, and a balance sheet of the Borrower as of the end of such year, setting forth in each case, in comparative form, corresponding figures for the period covered by the preceding annual audit and as of the end of the preceding fiscal year, all in reasonable detail and satisfactory in scope to the Lender and examined and certified by independent public accountants selected by the Borrower and reasonably satisfactory to the Lender, whose opinion

shall be in scope and substance satisfactory to the Lender; (iv) as soon as practicable and in any event within fifteen (15) days after the end of each fiscal year, Projections prepared in the same manner as the Projections attached hereto as Exhibit 6.4-2, including a projected balance sheet for the forthcoming fiscal year, month-by-month; projected cash flow statements for the forthcoming fiscal year, month-by-month; projected profit and loss statements for the forthcoming fiscal year, month-by-month; the Borrower shall also deliver to the Lender such other projections with respect to the Borrower as may be prepared for internal distribution concurrently with such distribution; (v) as soon as practicable and in any event within ten (10) days of delivery to the Borrower, a copy of any letter issued by the Borrower's independent public accountants or other management consultant with respect to the Borrower's financial or accounting systems or controls, including all so-called "management letters"; (vi) as soon as practicable (but in any event not more than ten (10) days after the chief executive officer or chief financial officer of the Borrower obtains knowledge of the occurrence of a Default or an Event of Default) notice of any and all Defaults or Events of Default hereunder; and (vii) with reasonable promptness, such other business or financial data as the Lender may reasonably request.

All financial statements delivered to the Lender pursuant to the requirements of this subsection (except where otherwise expressly indicated) shall be prepared in accordance with Generally Accepted Accounting Principles consistently applied. Such financial statements shall include the Assets, Liabilities, Unrestricted Cash Flow and results of operations, on a consolidated basis, of those Subsidiaries which constitute Restricted Subsidiaries. Together with each delivery of financial statements required by subsections 7.1(i) and (iii) above, the Borrower shall deliver to the Lender an officer's certificate stating that there exists no Default or Event of Default, or, if any Default or Event of Default exists, specifying the nature thereof, the period of existence thereof and what action the Borrower proposes to take with respect thereto. Together with each delivery of financial statements required by subsection 7.1(iii) above, the Borrower shall deliver to the Lender a certificate of the accountants who performed the audit in connection with such statements stating that in making the audit necessary to the issuance of a report on such financial statements, they have obtained no knowledge of any Default or Event of Default, or, if such accountants have obtained knowledge of a Default or Event of Default, specifying the nature and period of existence thereof. Such accountants shall not be liable by reason of any failure to obtain knowledge of any Default or Event of Default which would not be disclosed in the ordinary course of an audit.

The Lender shall use its best efforts to keep such information, and all information acquired as a result of any inspection conducted in accordance with subsection 7.2 below, confidential, provided that the Lender may communicate (a) to any

other Person in accordance with the customary practices of commercial lenders relating to routine trade inquiries limited, general information regarding the Borrower's history of credit worthiness as experienced by the Lender, (b) to any regulatory authority having jurisdiction over the Lender, generalized statistics including statistics reflecting the loans to the Borrower in accordance with regulatory requirements applicable to the Lender, (c) such information as is necessary to enable a Participant to make an informed credit decision to any other Person in connection with Lender's sale of any participations in the Obligations, provided that such Participant shall have committed to maintain any such information in confidence, (d) to any other Person in connection with the exercise of the Lender's rights hereunder or under any of the other Financing Agreements, such information as is necessary to effectively perfect or enforce such rights or (e) to the Guarantor. The Borrower authorizes the Lender to discuss the financial condition of the Borrower with the Borrower's independent public accountants and agrees that such discussion or communication shall be without liability to either the Lender or the Borrower's independent public accountants. The Borrower shall deliver a letter addressed to such accountants authorizing them to comply with the provisions of this subsection 7.1.

All Projections hereafter delivered in accordance with clause (iv) of subsection 7.1 shall be prepared by the chief financial executive of the Borrower on the basis of the assumptions set forth therein and shall represent the best available good faith estimate of the Borrower's management regarding the course of the Borrower's business for the periods covered thereby. The assumptions set forth in the future Projections delivered hereafter shall be reasonable and realistic based on then current economic conditions. All future Projections will be prepared on a basis consistent with Generally Accepted Accounting Principles.

7.2 Inspection. The Lender, or any Person designated by the Lender in writing, shall have the right, from time to time hereafter, to call at the Borrower's place or places of business (or any other place where the Collateral or any information relating thereto is kept or located) during reasonable business hours, (and in the absence of an Event of Default following reasonable prior notice to the Borrower) and, without hindrance or delay, (i) to inspect, audit, check and make copies of and extracts from the Borrower's books, records, journals, orders, receipts and any correspondence and other data relating to the Borrower's business or to any transactions between the parties hereto, (ii) to make such verification concerning the Collateral as the Lender may consider reasonable under the circumstances, and (iii) to discuss the affairs, finances and business of the Borrower with any officers, employees or directors of the Borrower.

7.3 Conduct of Business; Compliance With Laws and Agreements. The Borrower shall maintain its corporate existence, shall maintain in full force and effect all licenses, bonds,

franchises, leases, patents, contracts and other rights necessary to the profitable conduct of its business and shall comply with all applicable laws, rules, regulations and orders of any federal, state or local governmental authority, except for such licenses, bonds, franchises, leases, patents, contracts and other rights, laws, rules and regulations the lapse or violation of which would not, in the aggregate, have a material adverse effect on the Borrower's financial condition, results of operations or business.

7.4 Claims and Taxes. (a) The Borrower agrees to indemnify and hold the Lender harmless from and against any and all claims, demands, obligations, losses, damages, penalties, costs, and expenses (including reasonable attorneys' fees) incurred by or against the Lender relating to or in any way arising out of the possession, use, operation or control of any of the Borrower's assets. The Borrower will file all tax and information returns and reports required by and prepared in accordance with applicable law and shall pay or cause to be paid all license fees, bonding premiums and related taxes and charges, and shall pay or cause to be paid all real and personal property taxes, assessments and charges and franchise, income, unemployment, use, excise, old age benefit, withholding, sales and other taxes and other governmental charges assessed against the Borrower, or payable by the Borrower, at such times and in such manner as to prevent any penalty from accruing or any lien or charge from attaching to property of the Borrower, provided that the Borrower shall have the right to contest in good faith, by an appropriate proceeding promptly initiated and diligently conducted, the validity, amount or imposition of any such tax, assessment or charge, and upon such good faith contest to delay or refuse payment thereof (i) so long as no material lien is filed or recorded with respect thereto, and (ii) so long as such contest does not have a material adverse effect on the financial condition of the Borrower, the ability of the Borrower to pay or perform any of the Obligations, or the priority or value of the Lender's security interest in the Collateral.

(b) The Borrower shall notify the Lender promptly (and in no event later than ten (10) days) after becoming aware of the intent of the Internal Revenue Service (the "Service") to assert a deficiency with respect to it, and shall promptly (and in no event later than five (5) days after receipt) send the Lender copies of any notices of proposed deficiency and any notices of deficiency received from the Service. The Borrower shall take all reasonable actions necessary to contest such claimed deficiency, if in the opinion of the Borrower's tax counsel it is cost-effective to do so, and shall direct such counsel to consult with the Lender and to provide the Lender with periodic status reports and assessments of the legal merits of the contest.

7.5 Borrower's Liability Insurance. The Borrower shall maintain, at its expense, such public liability and third party property damage insurance, including, without limitation, insurance covering the Borrower's rolling stock subject to leases

pursuant to which the Borrower is required to maintain insurance, in such amounts and with such deductibles as are consistent with then current industry practices and in compliance with the requirements of any such leases.

7.6 Borrower's Property Insurance. The Borrower shall, at its expense or at the expense of lessees of its Rolling Stock, keep and maintain its assets insured against loss or damage by fire, theft, explosion, collision, and all other hazards and risks ordinarily insured against by other owners or users of such assets in similar businesses, including, without limitation, insurance covering the Borrower's Rolling Stock subject to leases pursuant to which the Borrower is required to maintain insurance, in such amounts and subject to such terms as are consistent with then current industry practices or such greater amounts which comply with any different requirements of any such lease. All such policies of insurance shall be in form and substance satisfactory to the Lender. The Borrower shall deliver to the Lender the original (or a certified) copy of each policy of insurance and evidence of payment of all premiums therefor. Such policies of insurance shall contain an endorsement, in substantially the form attached hereto as Exhibit 7.6 and made a part hereof, naming the Lender as loss payee and additional insured. The Borrower hereby directs all insurers under such policies of insurance to pay all proceeds of such insurance policies directly to the Lender to the extent of the Lender's interest in such proceeds; provided that in accordance with subsection 7.13 hereof, the Lender shall remit certain of those proceeds to the Borrower. The Borrower irrevocably makes, constitutes and appoints the Lender (and all officers, employees or agents designated by the Lender) as the Borrower's true and lawful attorney-in-fact for the purpose of making, settling and adjusting claims under all such policies of insurance, to the extent that any such claim relates to Collateral, endorsing the name of the Borrower on any check, draft, instrument or other item of payment received by the Borrower or the Lender pursuant to any such policies of insurance and for making all determinations and decisions with respect to such policies of insurance; provided that in accordance with subsection 7.13 hereof, the Lender shall remit certain of those proceeds to the Borrower, and if no Event of Default shall have occurred and be continuing, the Borrower shall have the right to make settle and adjust claims under such policies of insurance and make all determinations and decisions with respect thereto. If the Borrower, at any time or times hereafter, shall fail to obtain or maintain any of the policies of insurance required above or to pay any premium in whole or in part relating thereto, then the Lender, without waiving or releasing any Obligation, Default or Event of Default by the Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto which the Lender deems advisable. With respect to Rolling Stock covered by casualty insurance obtained by lessees thereof in accordance with operating leases currently in effect and naming the Borrower as an additional insured thereunder, the Borrower shall use its best efforts to deliver to the Lender endorsements and policies amended to name

the Lender as additional insured and loss payee in the same manner as the Borrower, which best efforts shall consist of mailings by the Borrower to each such lessee every other month during the eight months immediately following the date hereof requesting that such lessee name the Lender as an additional insured and loss payee. The Borrower shall cause the Lender to be named as additional insured and loss payee in the same manner as the Borrower in all policies and endorsements delivered pursuant to operating leases hereafter entered into under which the Borrower is named as an additional insured and the Borrower shall promptly deliver the same to the Lender. With respect to Rolling Stock covered by operating leases heretofore or hereafter entered into by the Borrower under which the lessee has self-insured against casualty losses, the Borrower shall promptly notify each such lessee in writing (with copies to the Lender) that the Lender is an additional insured and loss payee.

7.7 Pension Plans. The Borrower shall (i) keep in full force and effect any and all Plans which are presently in existence or may, from time to time, come into existence under ERISA, unless such Plans can be terminated without material liability to the Borrower in connection with such termination (as distinguished from any continuing funding obligation); (ii) make contributions to all of the Borrower's Plans in a timely manner and in a sufficient amount to comply with the requirements of ERISA, (iii) comply with all material requirements of ERISA which relate to such Plans so as to preclude the occurrence of any Reportable Event, Prohibited Transaction or material "accumulated funding deficiency" as such term is defined in ERISA in circumstances which might result in a material liability to the Borrower; and (iv) notify the Lender immediately upon receipt by the Borrower of any notice of the institution of any proceeding or other action which may result in the termination of any Plan and deliver to the Lender, promptly after the filing or receipt thereof, copies of all reports or notices which the Borrower files or receives under ERISA with or from the Service, the Pension Benefit Guaranty Corporation, or the U.S. Department of Labor.

7.8 Notice of Suit or Adverse Change in Business. The Borrower shall, as soon as possible, and in any event within five (5) days after the Borrower learns of the following, give written notice to the Lender of (i) any judgment or order being entered against the Borrower, the Guarantor or any Restricted Subsidiary, which in each case with respect to the Guarantor, has a material adverse effect upon the financial condition, results of operations or business of the Guarantor or the ability of the Guarantor to perform its obligations under the Guaranty and which, in each case with respect to any Restricted Subsidiary, has a material adverse effect upon the financial condition, results of operations or business of such Restricted Subsidiary, (ii) any litigation, claim, arbitration or governmental proceeding being instituted or threatened to be instituted against the Borrower, the Guarantor or any Restricted Subsidiary, which in each case with respect to the Guarantor, might have a material adverse effect upon the financial condition, results of operations or business of the Guarantor or the ability of the Guarantor to perform its obligations under the

Guaranty and which, in each case with respect to the Borrower or a Restricted Subsidiary, involves more than \$250,000 at issue or the seeking of injunctive relief with respect to any material part of the Borrower's or such Restricted Subsidiary's operations, or (iii) any material adverse change in the business, assets or condition, financial or otherwise, of the Borrower.

7.9 Taxes; Changes in Laws. In the event that any law, regulation, treaty or directive or any change therein or in the interpretation or application thereof or compliance by the Lender with any request or directive (whether or not having the force of law) from any governmental authority, agency or instrumentality:

(i) does or shall subject the Lender to any tax of any kind whatsoever with respect to this Agreement, the other Financing Agreements or any advance made hereunder, or change the basis of taxation of payments to the Lender of principal, commitment fees, interest or any other amount payable hereunder (except for net income taxes presently imposed by Federal, State or local taxing authorities with respect to interest or commitment fees payable hereunder or changes in the rate of tax on the overall net income of the Lender); or

(ii) does or shall impose on the Lender any other condition or increased cost, in connection with the transactions contemplated hereby or participations herein;

and the result of any of the foregoing is to increase the cost to the Lender of making or continuing any loan or advance hereunder or selling any participation therein, as the case may be, or to reduce any amount receivable thereunder then, in any such case, the Borrower shall promptly pay the Lender, upon its demand, any additional amounts necessary to compensate the Lender on an after-tax basis for such additional cost or reduced amount receivable which the Lender deems to be material as determined by the Lender with respect to this Agreement, the other Financing Agreements or the loans and advances made hereunder. If the Lender becomes entitled to claim any additional amounts pursuant to this subsection, it shall promptly notify the Borrower of the event by reason of which it has become so entitled. A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by the Lender to the Borrower shall be conclusive in the absence of manifest error. If the Lender shall demand payment under this subsection 7.9, the Borrower shall, for a period of ninety (90) days following such demand, have the option of prepaying all of the Obligations without premium or penalty, except that if the Term Loan shall then bear interest at a fixed rate of interest the Borrower shall pay to the Lender a prepayment premium computed in accordance with clause (b)(ii)(B) of subsection 2.8 hereof with respect to the outstanding balance of the Term Loan.

7.10 Net Worth. The Borrower and those Subsidiaries then constituting Restricted Subsidiaries, on a consolidated basis shall maintain a Tangible Net Worth at all times of not less than the difference between the Tangible Net Worth computed from the pro forma balance sheet included in Exhibit 6.4-1 hereto less

\$5,000,000; provided that for purposes of this subsection 7.10, the Subordinated Obligations shall constitute Liabilities for purposes of calculating Tangible Net Worth.

7.11 Liabilities to Net Worth. The Borrower and those Subsidiaries then constituting Restricted Subsidiaries, on a consolidated basis shall maintain a ratio of Liabilities to Tangible Net Worth at all times not in excess of 2.6:1; provided that for purposes of this subsection 7.11, Subordinated Debt, Preferred Stock, additional investments by the Guarantor and the Borrower pursuant to Section 2 of the Funding Agreement and additional Indebtedness of the Borrower to the Guarantor to the extent to which payments thereof are not required to be made prior to September 30, 1993, shall not be included in Liabilities.

7.12 Unrestricted Cash Flow. The Unrestricted Cash Flow of the Borrower shall be not less than negative \$1,000,000 for the six-month period ending March 31, 1987; and shall be not less than zero for (i) the nine-month period ending June 30, 1987; and (ii) the twelve-month period ending September 30, 1987. Thereafter, the Borrower's Unrestricted Cash Flow during the trailing twelve months ending as of the end of each fiscal quarter of the Borrower shall be not less than zero. The Borrower's Unrestricted Cash Flow for each such period shall be determined from a statement of Unrestricted Cash Flow delivered by the Borrower to the Lender as soon as practicable but in any event within forty (40) days following the end of each fiscal quarter.

7.13 Casualties, Sales, Proceeds and Replacements.

(a) So long as no Event of Default shall have occurred and be continuing, the Borrower may retain or use, as it deems appropriate, all insurance or indemnification proceeds ("Casualty Proceeds") arising from the occurrence of Casualties in any fiscal year until the aggregate Casualty Value of items subject to Casualties in such fiscal year equals or exceeds \$1,000,000 (the "Casualty Value Limit"). If the Casualty Value Limit is reached or exceeded in any fiscal year, the Borrower shall hold all Casualty Proceeds arising from subsequent Casualties during such fiscal year in trust for the Lender and shall, unless otherwise directed by the Lender, pay to the Lender an amount equal to the greater of the Casualty Value(s) of all items of Collateral giving rise to such excess or the Casualty Proceeds received by the Borrower with respect to such items. Such amounts shall be paid to the Lender promptly upon receipt of any Casualty Proceeds arising therefrom (regardless of whether those Casualty Proceeds are less than the corresponding Casualty Value(s)), and in any event not later than one hundred and eighty (180) days following receipt of notice by the Borrower of the occurrence of the underlying Casualty. All such payments to the Lender shall be applied as a partial prepayment of the Term Loan Obligations, without premium or penalty, except that if the Term Loan shall then bear interest at a fixed rate of interest, the Borrower shall pay to the Lender a prepayment premium computed in accordance with clause (b)(ii)(B) of subsection 2.8 hereof, with respect to the principal amount of the Term Loan so prepaid. Except as otherwise provided

in Exhibit 7.13 hereto, all payments to the Lender as a partial prepayment of the Term Loan Obligations shall be applied on the last maturing installment or installments of principal due on the Term Note and shall be accompanied by an amount equal to the accrued interest on the principal so prepaid to the date of such prepayment.

(b) So long as no Event of Default has occurred and is continuing, if the Borrower shall sell or otherwise dispose of any item of Collateral (including Rolling Stock), then the Borrower shall, upon receipt of the proceeds from such sale or disposition, hold all such proceeds in trust for the Lender and promptly pay such proceeds to the Lender for application against the Term Loan in accordance with the provisions of subparagraph (a) above or, at the Borrower's election, purchase substitute Collateral of equivalent value in which the Lender shall have a first and prior perfected lien or security interest.

(c) If an Event of Default shall have occurred and be continuing, the Borrower shall not sell any item of Collateral (including Rolling Stock) without the Lender's prior written consent and if a Casualty shall then occur with respect to any item of Collateral (including Rolling Stock), the Borrower shall hold all Casualty Proceeds in trust for the Lender and shall pay to the Lender an amount equal to the greater of the Casualty Value of such item of Collateral or the Casualty Proceeds received with respect thereto, within the time periods set forth in subparagraph (a) above.

7.14 Changes of Locations and Trade Names. With respect to: (i) changes in the Borrower's principal place of business and chief executive office; (ii) changes in the locations at which Borrower maintains any of its books and records, records of account or chattel paper; (iii) changes in the locations listed on Exhibit 6.7 hereto; or (iv) changes in the locations listed on Exhibit 6.7 hereto at which the Collateral, other than Rolling Stock is or may be located, the Borrower shall provide the Lender with thirty (30) days' prior written notice of the Borrower's intention to change any such location. Following the date hereof the Borrower will not conduct its business under any trade or fictitious name other than the duly registered names listed on Exhibit 6.8 hereto, except upon thirty (30) days prior written notice to the Lender.

8. NEGATIVE COVENANTS.

The Borrower covenants and agrees that so long as any of the Obligations remain outstanding and (even if there shall be no Obligations outstanding) so long as this Agreement remains in effect (unless the Lender shall give its prior written consent thereto):

8.1 Encumbrances. Except for existing liens and encumbrances disclosed in subsection 6.5, the Borrower will not create, incur, assume or suffer to exist any security interest, mortgage, pledge, lien or other encumbrance of any nature

whatsoever on any of the Collateral, other than the following "Permitted Liens": (i) liens securing the payment of taxes or other governmental charges not yet due and payable; (ii) deposits under workmen's compensation, unemployment insurance, social security and other similar laws, or to secure the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure statutory obligations or surety or appeal bonds, or to secure indemnity, performance or other similar bonds in the ordinary course of business; (iii) the liens and security interests in favor of the Lender; (iv) purchase money liens or similar liens granted to the Person financing a purchase of assets so long as (A) the lien granted is limited to the specific assets so acquired (and, if such acquired asset is Excluded Rolling Stock, to any Account or General Intangible to the extent such Account General Intangible relates to such Excluded Rolling Stock and is required as collateral by the Person financing such purchase), (B) the debt initially secured by such lien is not less than 50% nor greater than 100% of the acquisition cost of the specific asset so acquired and (C) no Event of Default has occurred and is continuing and no Default or Event of Default will occur after giving effect to such transaction (notification of such purchase money lien or similar lien to be provided within ten (10) days of acquisition of such asset); (v) liens and encumbrances upon the stock of Subsidiaries if not in violation of subsection 8.12; (vi) liens subject to good faith contest by the Borrower in accordance with subsection 7.4(a) and (vii) other liens and encumbrances on property, which do not, in the Lender's sole reasonable determination, (a) materially impair the use of such property, or (b) materially lessen the value of such property for the purposes for which the same is held by the Borrower.

8.2 Indebtedness and Liabilities. Except for the Indebtedness described in Exhibits 6.10-1 and 6.10-2, the Borrower shall not incur, create, assume, become or be liable in any manner with respect to, or suffer to exist, any Indebtedness, except for the Obligations; provided that so long as no Event of Default shall have occurred and be continuing and no Default or Event of Default will occur after giving effect to any additional Indebtedness which the Borrower proposes to incur, and, provided further, that, after giving effect to any such transaction, the Borrower shall have not less than \$3,000,000 in Unused Availability, the Borrower may incur additional Indebtedness, including additional Indebtedness as contemplated by clause (iv) of subsection 8.1 above, in such amounts and for such purposes as the Borrower deems appropriate. Except for the Indebtedness permitted in the preceding sentence, the Borrower shall incur no Liabilities except for trade obligations and normal accruals in the ordinary course of business not yet due and payable, or with respect to which the Borrower is contesting in good faith the amount or validity thereof by appropriate proceedings, and then only to the extent that the Borrower has set aside on its books adequate reserves therefor, if appropriate under Generally Accepted Accounting Principles.

8.3 Consolidations, Acquisitions. The Borrower shall not merge or consolidate with, purchase, lease or otherwise

acquire all or substantially all of the assets or properties of, or acquire any capital stock, equity interests, debt or other securities of, any other Person; provided that so long as no Event of Default shall have occurred and be continuing and no Default or Event of Default will occur after giving effect to any such transaction and, provided further, that, after giving effect to any such transaction, the Borrower shall have not less than \$3,000,000 in Unused Availability, the Borrower may engage in any such transaction that the Borrower deems appropriate, other than a merger or consolidation in which a Person other than the Borrower is the surviving entity. The Borrower shall not become a partner in any partnership or enter into any joint venture unless the Borrower shall be the managing partner or co-venturer in such partnership or joint venture. The Borrower shall not be acquired by any Person or be dissolved, or sell, assign, encumber, pledge, transfer or otherwise dispose of all or any substantial part of the Assets of the Borrower. The Guarantor shall continue to own at least fifty percent (50%) of the Borrower's outstanding Voting Stock.

8.4 Investments. The Borrower shall not make or permit to exist investments in any other Person other than Cash Equivalents; provided that the Borrower may make such other investments as it deems appropriate so long as no Event of Default shall have occurred and be continuing and no Default or Event of Default will occur after giving effect to any such investment, and provided further that after giving effect to any such investment the Borrower shall have Unused Availability of not less than \$3,000,000.

8.5 Guarantees. The Borrower shall not guarantee, endorse or otherwise in any way become or be responsible for any obligations of any other Person, whether directly or indirectly by agreement to purchase the indebtedness of any other Person or through the purchase of goods, supplies or services, or maintenance of working capital or other balance sheet covenants or conditions, or by way of stock purchase, capital contribution, advance or loan for the purpose of paying or discharging any indebtedness or obligation of such other Person or otherwise, except endorsements of negotiable instruments for collection in the ordinary course of business; provided that so long as no Event of Default shall have occurred and be continuing and no Default or Event of Default will occur after giving effect to the full amount for which the Borrower could become liable upon the performance of such guarantee, and provided further that after giving effect to the full amount for which the Borrower could become liable upon the performance of such guarantee the Borrower would have Unused Availability of not less than \$3,000,000, the Borrower may guarantee the obligations of a Restricted Subsidiary.

8.6 Loans. Except for advances for travel and related expenses to the Borrower's employees in the ordinary course of business and except for loans to the Guarantor and the Subsidiaries as permitted pursuant to subsection 8.7 below, the Borrower shall not make any loans or other advances to any Person.

8.7 Distributions, Loans, Contributions to Capital.

(a) So long as no Event of Default shall have occurred and be continuing and no Default or Event of Default will occur after giving effect to any such proposed payment or transfer, the Borrower may pay dividends with respect to its outstanding preferred stock, redeem all or part of its preferred stock, or make scheduled payments of principal or interest with respect to the Subordinated Obligations in aggregate amounts not exceeding the schedule of payments set forth on Schedule A to the Subordination Agreement.

(b) So long as no Event of Default shall have occurred and be continuing and no Default or Event of Default will occur after giving effect to any such payment or transfer and so long as the Borrower shall have Unused Availability of not less than \$3,000,000 after giving effect to any such payment or transfer, the Borrower, in addition to the payments permitted in paragraph (a) above, may make or pay additional dividends with respect to its preferred stock, make additional loans or advances to the Guarantor or make loans, advances to or additional contributions to the capital of its Subsidiaries; make or pay dividends or distributions with respect to its common stock; or pay management fees to the Guarantor or Affiliates of the Guarantor.

(c) The Borrower shall not make or pay dividends, distributions, loans, advances, contributions to capital or other similar transfers or similar payments to any of its corporate Affiliates or repurchase or redeem any of its outstanding capital stock, except as expressly permitted by paragraphs (a) and (b) above; provided however, that if the Restructuring Agreements require the Borrower to pay a dividend on its common stock at a time when such payment to the Guarantor is proscribed under clause (b) of this subsection 8.7, such dividend may be paid but the Guarantor shall simultaneously therewith loan its pro rata portion of such dividend to the Borrower. Such loan shall not reduce the Guarantor's obligations under the Funding Agreement, but the terms of such loan shall conform to the terms of Section 3 of the Funding Agreement and repayment thereof shall be subject to the provisions set forth in clause (b) of this subsection 8.7. Notwithstanding anything to the contrary in this clause (c), so long as no Event of Default shall have occurred and be continuing and no Default or Event of Default will occur after giving effect thereto, the Borrower may make investments in Restricted Subsidiaries in the ordinary course of its business to enable the Restricted Subsidiaries to pay their debts as they become due and owing, provided that such investments shall not exceed \$1,000,000 in the aggregate in any calendar year.

8.8 Amendment of Charter or Bylaws. Neither the Borrower's Certificate of Incorporation or Bylaws shall be amended in any way which would impair or impede the Lender's rights hereunder in any manner.

8.9 Lease Limitations. The Borrower shall not amend or terminate any lease or sublease of Rolling Stock on terms other

than those reasonably acceptable to, and consented to by, the Lender; provided that the Borrower may, without the Lender's consent, terminate any lease or sublease or amend any lease or sublease to add or delete Rolling Stock or Excluded Rolling Stock therefrom or modify the terms of any lease or sublease in a manner which it determines to be commercially reasonable, if the Collateral value of the leases and subleases to which the Rolling Stock is subject has not in the aggregate been diminished, as determined in good faith by the Borrower. Copies of all such amendments shall be delivered promptly to the Lender. The Borrower shall not amend or terminate existing leases or subleases, or enter into new leases or subleases, in a manner which intentionally discriminates against the Rolling Stock in favor of the Excluded Rolling Stock.

8.10 Transactions with Affiliates. The Borrower will not, without the prior written consent of the Lender, enter into any transaction with any Affiliate, including, without limitation, the purchase, sale or exchange of property or the rendering of any service to any Affiliate, except in the ordinary course of and pursuant to the reasonable requirements of the Borrower's business and upon fair and reasonable terms no less favorable to the Borrower than would obtain in a comparable arm's length transaction with an unaffiliated Person; provided, however, that so long as no Event of Default shall have occurred and be continuing and no Default or Event of Default will occur after giving effect to such payment, the foregoing shall not be deemed to prohibit the Borrower from making payments pursuant to a tax sharing agreement to be entered into between the Guarantor and its subsidiaries upon terms reasonable and customary to tax sharing agreements between members of consolidated tax groups, a true and correct copy of which will be delivered to the Lender promptly following the execution thereof by the Borrower.

8.11 Other Business. The Borrower shall not engage in any business unrelated to its current businesses without the prior written consent of the Lender which shall not be unreasonably withheld, or engage in any transaction which materially and adversely affects its ability to pay its Liabilities or its Obligations hereunder.

8.12 Restricted Subsidiaries. The Borrower (i) shall not sell, assign, convey, pledge, encumber or otherwise dispose of or assign or encumber any interest in any of the outstanding shares of capital stock of any Restricted Subsidiary; and (ii) shall not, and shall not cause or permit any Restricted Subsidiary to, sell, assign, convey, pledge, encumber or otherwise dispose of or assign or encumber any interest in any of the assets of any Restricted Subsidiary, if an Event of Default has occurred and is continuing or if such sale, assignment, conveyance, pledge, encumbrance or other disposition or encumbrance of such shares of capital stock or assets would result in a Default or an Event of Default occurring after giving effect thereto.

8.13 Chattel Paper. The Borrower shall not deliver possession of any chattel paper or instrument constituting Collateral to any Person other than the Lender. The Borrower will stamp

copies of operating leases with respect to Rolling Stock which it now or hereafter possesses indicating the security interest of the Lender in such lease. The Borrower will on a quarterly basis, provide the Lender with a report separately identifying (i) each operating lease which relates solely to Rolling Stock and (ii) each operating lease which relates to both Excluded Rolling Stock and Rolling Stock.

9. DEFAULT; RIGHTS AND REMEDIES OF THE LENDER.

9.1 Obligations. If an Event of Default shall exist or occur, the Lender may notify the Borrower of its election to terminate this Agreement and to make no further advances hereunder, in which event the Obligations shall be accelerated and all of the Obligations shall automatically, without further notice of any kind, be immediately due and payable, provided, that if any of the events specified in paragraphs (f) or (g) of the definition of "Events of Default" shall occur, the Obligations shall be accelerated and all of the Obligations shall automatically, without notice of any kind, be immediately due and payable.

9.2 Rights and Remedies Generally. Upon the occurrence of an Event of Default and acceleration or demand for payment in full of the Obligations, the Lender shall have, in addition to any other rights and remedies contained in this Agreement or in any of the other Financing Agreements, all of the rights and remedies of a secured party under the Code or other applicable laws, all of which rights and remedies shall be cumulative and non-exclusive, to the extent permitted by law. In addition to all such rights and remedies, the sale, lease or other disposition of the Collateral, or any part thereof, by the Lender after an Event of Default and acceleration or demand for payment in full of the Obligations, may be for cash, credit or any combination thereof, and the Lender may purchase all or any part of the Collateral at public or, if permitted by law, private sale, and in lieu of actual payment of such purchase price, may set-off the amount of such purchase price against the Obligations then owing. Any sales of the Collateral may be adjourned from time to time with or without notice. The Lender may, in its sole discretion, cause the Collateral to remain on the Borrower's premises or otherwise or to be removed and stored at premises owned by other Persons, at the Borrower's expense, pending sale or other disposition of the Collateral. The Lender shall have the right to conduct such sales on the Borrower's premises, at the Borrower's expense, or elsewhere, on such occasion or occasions as the Lender may see fit.

9.3 Entry Upon Premises and Access to Information. Upon the occurrence of an Event of Default and acceleration or demand for payment in full of the Obligations, the Lender shall have the right to enter upon the premises of the Borrower where the Collateral is located (or is believed to be located) without any obligation to pay rent to the Borrower, or any other place or places where the Collateral is believed to be located and kept, to render the Collateral usable or salable, to remove the Collateral therefrom to the premises of the Lender or any agent of the Lender for such time as the Lender may desire in order effectively to

collect or liquidate the Collateral, and/or to require the Borrower to assemble the Collateral and make it available to the Lender at a place or places to be designated by the Lender. Upon the occurrence of an Event of Default and acceleration or demand for payment in full of the Obligations, the Lender shall have the right to take possession of the Borrower's original books and records, to obtain access to Borrower's data processing equipment, computer hardware and software relating to the Collateral and to use all of the foregoing and the information contained therein in any manner the Lender deems appropriate; and the Lender shall have the right to notify postal authorities to change the address for delivery of the Borrower's mail to an address designated by the Lender and to receive, open and dispose of all mail addressed to the Borrower (other than mail from the Borrower's counsel and clearly marked as such).

9.4 Sale or Other Disposition of Collateral by the Lender. Any notice required to be given by the Lender of a sale, lease or other disposition or other intended action by the Lender with respect to any of the Collateral which is deposited in the United States mails, registered or certified and duly addressed to the Borrower at the address specified in subsection 10.13 below, at least ten (10) business days prior to such proposed action, shall constitute fair and reasonable notice to the Borrower of any such action. The net proceeds realized by the Lender upon any such sale or other disposition, after deduction for the expenses of retaking, holding, storing, transporting, preparing for sale, selling or otherwise disposing of the Collateral incurred by the Lender in connection therewith, shall be applied as provided herein toward satisfaction of the Obligations including, without limitation, the Obligations described in subsections 2.11 and 10.2 hereof. The Lender shall account to the Borrower for any surplus realized upon such sale or other disposition, and the Borrower shall remain liable for any deficiency. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for any deficiency shall not affect the Lender's security interest in the Collateral until the Obligations are fully paid. The Borrower agrees that the Lender has no obligation to preserve rights to the Collateral against any other parties. The Lender is hereby granted a license or other right to use, without charge, (following the occurrence of an Event of Default and acceleration or demand for payment in full of the Obligations) the Borrower's labels, General Intangibles, Intellectual Property, Equipment, Real Estate, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in the leasing of, advertising for sale or lease and selling or leasing any Inventory or selling or leasing any other Collateral and the Borrower's rights under all licenses, leases and franchise agreements shall inure to the Lender's benefit until all Obligations are paid in full.

9.5 Waiver of Demand. DEMAND, PRESENTMENT, PROTEST AND NOTICE OF DEMAND, PRESENTMENT, PROTEST AND NONPAYMENT ARE HEREBY

WAIVED BY THE BORROWER. THE BORROWER ALSO WAIVES THE BENEFIT OF ALL VALUATION, APPRAISAL AND EXEMPTION LAWS.

9.6 Waiver of Notice. IN THE EVENT OF THE OCCURRENCE OF AN EVENT OF A DEFAULT, THE BORROWER HEREBY WAIVES ALL RIGHTS TO NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE LENDER OF ITS RIGHTS TO REPOSSESS THE COLLATERAL WITHOUT JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL WITHOUT PRIOR NOTICE OR HEARING. THE BORROWER ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY COUNSEL OF ITS CHOICE WITH RESPECT TO THIS TRANSACTION AND THIS AGREEMENT.

10. OTHER RIGHTS AND OBLIGATIONS.

10.1 Waiver. The Lender's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by the Lender of a Default or an Event of Default under this Agreement or any of the other Financing Agreements shall not suspend, waive or affect any other Default or Event of Default under this Agreement or any of the other Financing Agreements, whether the same is prior or subsequent thereto and whether of the same or of a different kind or character. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in this Agreement or any of the other Financing Agreements and no Default or Event of Default by the Borrower under this Agreement or any of the other Financing Agreements shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing and signed by an officer of the Lender, and directed to the Borrower specifying such suspension or waiver. Neither this Agreement nor the other Financing Agreements may be modified or amended except in a written agreement signed by the Borrower and the Lender.

10.2 Costs and Attorneys' Fees. If at any time or times hereafter the Lender employs counsel in connection with protecting or perfecting the Lender's security interest in the Collateral or in connection with any matters contemplated by or arising out of this Agreement, whether (a) to commence, defend, or intervene in any litigation or to file a petition, complaint, answer, motion or other pleadings, (b) to take any other action in or with respect to any suit or proceedings (bankruptcy or otherwise), (c) to consult with officers of the Lender or to advise the Lender as a result of any act or omission by the Borrower, (d) to protect, collect, lease, sell, take possession of, or liquidate any of the Collateral, or (e) to attempt to enforce or to enforce any lien, charge or security interest in any of the Collateral, or to enforce any rights of the Lender to collect any of the Obligations, then in any of such events, all of the reasonable attorneys' fees arising from such services, and any expenses, costs and charges relating thereto, including, without limitation, all reasonable fees of all paralegals and other staff employed by such attorneys, together with interest at the applicable rate pre-

scribed in subsection 2.6 above, shall be part of the Obligations, payable on demand and secured by the Collateral.

10.3 Expenditures by the Lender. In the event the Borrower shall fail to pay taxes, insurance, assessments, costs or expenses which the Borrower is, under any of the terms hereof, required to pay, or fails to keep the Collateral free from security interests, liens, encumbrances or claims, except as permitted herein, or fails to maintain, replace or repair the Collateral as required hereby, the Lender may, in its sole discretion, make expenditures for any or all of such purposes and acquire or accept an assignment of any security interest, lien, encumbrance or claim against the Collateral, and the amount so expended (including, without limitation reasonable attorneys' fees and expenses, court costs, filing fees and other charges), together with interest thereon at the applicable rate prescribed in subsection 2.6 above, shall be part of the Obligations, payable on demand and secured by the Collateral.

10.4 Custody and Preservation of Collateral. The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the Borrower shall request in writing, but failure by the Lender to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure by the Lender to comply with any such request shall of itself be deemed a failure to exercise reasonable care, and no failure by the Lender to preserve or protect any right with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Borrower, shall of itself be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

10.5 Reliance by the Lender. All covenants, agreements, representations and warranties made herein or in any of the other Financing Agreements by the Borrower or the Guarantor shall, notwithstanding any investigation by the Lender, be deemed to be material to and to have been relied upon by the Lender.

10.6 Parties and Assignment. Whenever in this Agreement reference is made to any of the parties hereto, such reference shall be deemed to include, wherever applicable, a reference to the successors and assigns of the Borrower and the Lender. Notwithstanding the foregoing, the Borrower may not sell, assign or transfer this Agreement, or the other Financing Agreements or any portion thereof, including without limitation its rights, titles, interests, remedies, powers and/or duties hereunder or thereunder. The Borrower hereby consents to the Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, or the other Financing Agreements or any portion thereof, including without limitation all or any part of the Lender's rights, titles, interests, remedies, powers and/or duties hereunder or thereunder.

10.7 Applicable Law; Severability. This Agreement and the other Financing Agreements have been submitted to the Lender at its office in Illinois, and this Agreement and the other Financing Agreements, shall not be binding upon the Lender or effective until accepted by the Lender and shall be construed in all respects in accordance with, and governed by, all of the provisions of the Illinois Uniform Commercial Code and by the other internal laws (as opposed to conflicts of law provisions) of the State of Illinois, except for the perfection and enforcement of security interests and liens in other jurisdictions which shall be governed by the laws of those jurisdictions. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

10.8 Submission to Jurisdiction; Waiver of Jury and Bond. THE BORROWER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IRREVOCABLY AGREES THAT, SUBJECT TO THE LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT OR THE OTHER FINANCING AGREEMENTS SHALL BE LITIGATED IN SUCH COURTS, AND THE BORROWER WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY MAIL OR MESSENGER DIRECTED TO IT AT THE ADDRESS SET FORTH IN SUBSECTION 10.13 BELOW AND THAT SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT OR THREE (3) DAYS AFTER THE SAME SHALL HAVE BEEN POSTED TO THE BORROWER'S ADDRESS BY THE BORROWER'S AGENT AS SET FORTH BELOW. THE BORROWER HEREBY IRREVOCABLY APPOINTS CT CORPORATION SYSTEM, 208 SOUTH LASALLE STREET, CHICAGO, ILLINOIS 60604, OR SUCH OTHER PERSON AS THE LENDER MAY FROM TIME TO TIME HEREAFTER SELECT, AS ITS AGENT FOR THE PURPOSE OF ACCEPTING SERVICE OF ANY PROCESS WITHIN THE STATE OF ILLINOIS. THE LENDER AND THE BORROWER ACKNOWLEDGE THAT THE TIME AND EXPENSE REQUIRED FOR TRIAL BY JURY EXCEED THE TIME AND EXPENSE REQUIRED FOR A BENCH TRIAL AND HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY, AND WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF THE LENDER. NOTHING CONTAINED IN THIS SUBSECTION 10.8 SHALL AFFECT THE RIGHT OF THE LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF THE LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST THE BORROWER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

10.9 Marshalling. The Lender shall be under no obligation to marshall any assets in favor of the Borrower or any other party or against or in payment of any or all of the Obligations.

10.10 Section Titles. The section titles contained in this Agreement shall be without substantive meaning or content of

any kind whatsoever and are not a part of the agreement between the parties.

10.11 Continuing Effect. This Agreement, the Lender's security interests in the Collateral, and all of the other Financing Agreements shall continue in full force and effect so long as any Obligations shall be owed to the Lender, and (even if there shall be no Obligations outstanding) so long as this Agreement has not been terminated as provided in subsection 2.7 above.

10.12 Incorporation by Reference. The provisions of the other Financing Agreements are incorporated in this Agreement by this reference. Except as otherwise provided in this Agreement and except as otherwise provided in the other Financing Agreements by specific reference to the applicable provision of this Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent with, any provisions in the other Financing Agreements, the provision contained in this Agreement shall govern and control.

10.13 Notices. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered three (3) days after deposit in the United States mails, with proper postage prepaid, or upon delivery by courier or upon transmission by telex, telecopy or similar electronic medium to the following addresses:

(i) If to the Lender, at:

Prior to December 31, 1986: Heller Financial, Inc.
105 W. Adams Street
Chicago, Illinois 60603
Attn: Division President
Central Division
Commercial Financial
Services Group

After December 31, 1986: Heller Financial, Inc.
200 N. LaSalle Street
Chicago, Illinois 60601
Attn: Division President
Central Division
Commercial Financial
Services Group

(ii) If to the Borrower, at:

Itel Rail Corporation
55 Francisco Street
San Francisco, California 94133
Attn: President

or to such other address as each party designates to the other in the manner herein prescribed.

10.14 Waivers With Respect to Other Instruments. The Borrower waives presentment, demand and protest and notice of presentment, demand protest, default, nonpayment, maturity, release, compromise, settlement, extension, or renewal of any or all commercial paper, Accounts, contract rights, documents, instruments, chattel paper and guaranties at any time held by the Lender on which the Borrower may in any way be liable and hereby ratifies and confirms whatever the Lender may do regarding the enforcement, collection, compromise, or release thereof.

10.15 Retention of the Borrower's Documents. The Lender may destroy or otherwise dispose of all documents, schedules, invoices or other papers delivered to the Lender two years after same are received by the Lender unless the Borrower requests in writing that same be returned. Upon the Borrower's request and at the Borrower's expense, the Lender shall return such papers when the Lender's actual or anticipated need for same has terminated.

10.16 Entire Agreement. This Agreement, including all exhibits and other documents attached hereto or incorporated by reference herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other understandings, oral or written, including without limitation any proposal or commitment letter, with respect thereto.

10.17 Equitable Relief. The Borrower recognizes that, in the event the Borrower fails to perform, observe or discharge any of its Obligations under this Agreement, any remedy at law may prove to be inadequate relief to the Lender; therefore, the Borrower agrees that the Lender, if the Lender so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

HELLER FINANCIAL, INC.

ITEL RAIL CORPORATION

By: _____
Title: _____

By: _____
Title: _____

THE BORROWER ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY COUNSEL OF ITS CHOICE WITH RESPECT TO THIS LOAN AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE BORROWER ACKNOWLEDGES AND AGREES THAT (i) EACH OF THE WAIVERS SET FORTH HEREIN, INCLUDING, WITHOUT LIMITATION, THOSE WAIVERS SET FORTH IN SUBSECTIONS 9.5, 9.6 AND 10.8 HEREOF WERE KNOWINGLY AND VOLUNTARILY MADE; (ii) THE OBLIGATIONS OF THE LENDER HEREUNDER, INCLUDING THE OBLIGATION TO ADVANCE AND LEND FUNDS TO THE BORROWER IN ACCORDANCE HERewith, SHALL BE STRICTLY CONSTRUED AND SHALL BE EXPRESSLY SUBJECT TO THE BORROWER'S COMPLIANCE IN ALL RESPECTS WITH THE TERMS AND CONDITIONS HEREIN SET FORTH; AND (iii) NO REPRESENTATIVE OF THE LENDER HAS WAIVED OR MODIFIED ANY OF THE PROVISIONS OF THIS AGREEMENT AS OF THE DATE HEREOF AND NO SUCH WAIVER OR MODIFICATION FOLLOWING

THE DATE HEREOF SHALL BE EFFECTIVE UNLESS MADE IN ACCORDANCE WITH SECTION 10.1 HEREOF.

ALL REFERENCES TO "THE DATE HEREOF," "THE DATE OF THIS AGREEMENT," "THE EFFECTIVE DATE HEREOF," "EFFECTIVE AS OF THE DATE HEREOF" OR "OF EVEN DATE HERewith" CONTAINED HEREIN OR IN THE OTHER FINANCING AGREEMENTS SHALL BE DEEMED TO REFER TO THE EFFECTIVE DATE OF THIS AGREEMENT, WHICH SHALL BE OCTOBER __, 1986.

EXHIBIT 2.3 - FORM OF REVOLVING LOAN NOTE

\$15,000,000

Chicago, Illinois
September __, 1986

FOR VALUE RECEIVED, the undersigned, ITEL RAIL CORPORATION, a Delaware corporation (the "Borrower"), hereby unconditionally promises to pay to the order of HELLER FINANCIAL, INC., a Delaware corporation (the "Lender"), at the Lender's office at 105 W. Adams Street, Chicago, Illinois 60603, or at such other place as the holder of this Revolving Loan Note may from time to time designate in writing, in lawful money of the United States of America and in immediately available funds, the principal sum of FIFTEEN MILLION DOLLARS (\$15,000,000), or, if less, the aggregate unpaid principal amount of all advances made pursuant to subsection 2.1 of the "Loan Agreement" (as hereinafter defined) in accordance with subsection 3.5 of the Loan Agreement or in full upon termination of the Loan Agreement. This Revolving Loan Note is referred to in and was executed and delivered pursuant to that certain Loan and Security Agreement of even date herewith between the Borrower and the Lender (the "Loan Agreement"), to which reference is hereby made for a statement of the terms and conditions under which the loan evidenced hereby was made and is to be repaid. All terms which are capitalized and used herein (which are not otherwise specifically defined herein) and which are defined in the Loan Agreement shall be used in this Revolving Loan Note as defined in the Loan Agreement.

The Borrower further promises to pay interest on the outstanding unpaid principal amount hereof, as provided in the Loan Agreement, from the date hereof until payment in full hereof at the per annum rate selected by the Borrower from time to time in accordance with the provisions of subsection 2.6 of the Loan Agreement.

If a payment hereunder becomes due and payable on a Saturday, Sunday, or legal holiday under the laws of the State of Illinois, the due date thereof shall be extended to the next succeeding Business Day, and interest shall be payable thereon during such extension at the rate specified above. Checks, drafts or similar items of payment received by the Lender shall not constitute payment, but credit therefor shall, solely for the purpose of computing interest earned by the Lender, be given as provided in the Loan Agreement. In no contingency or event whatsoever shall interest charged hereunder, however such interest may be characterized or computed, exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such a court determines that the Lender has received interest hereunder in excess of the highest rate applicable hereto, the Lender shall promptly refund such excess interest to the Borrower.

The Lender shall have the exclusive right to apply and to reapply any and all payments hereunder against the Obligations

of the Borrower, as defined in the Loan Agreement, in such manner as the Lender deems advisable.

The Borrower hereby waives demand, presentment, protest, notice of demand, presentment, protest and nonpayment. The Borrower also waives all rights to notice and hearing of any kind upon the occurrence of an Event of a Default prior to the exercise by the Lender of its rights to repossess the Collateral without judicial process or to replevy, attach or levy upon the Collateral without notice or hearing.

This Revolving Loan Note has been delivered at and shall be deemed to have been made at Chicago, Illinois and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible each provision of this Revolving Loan Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Revolving Loan Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Revolving Loan Note. Whenever in this Revolving Loan Note reference is made to the Lender or the Borrower, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Revolving Loan Note shall be binding upon and shall inure to the benefit of such successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Borrower.

ITEL RAIL CORPORATION

By: _____
Title: _____

EXHIBIT 2.4 - FORM OF TERM NOTE

\$70,000,000.00

Chicago, Illinois
September __, 1986

FOR VALUE RECEIVED, the undersigned, ITEL RAIL CORPORATION, a Delaware corporation (the "Borrower"), hereby unconditionally promises to pay to the order of HELLER FINANCIAL, INC., a Delaware corporation (the "Lender"), at the Lender's office at 105 W. Adams Street, Chicago, Illinois 60603, or at such other place as the holder of this Term Note may from time to time designate in writing, in lawful money of the United States of America and in immediately available funds, the principal sum of Seventy Million Dollars (\$70,000,000.00), payable in eighty-three consecutive monthly installments of Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three and Thirty-Three One-Hundredths Dollars (\$833,333.33) each on the first day of each calendar month, commencing on November 1, 1986, with a final installment of Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three and Sixty-One One-Hundredths Dollars (\$833,333.61) due and payable on October 1, 1993. This Term Note is referred to in and was executed and delivered pursuant to that certain Loan and Security Agreement of even date herewith (the "Loan Agreement") between the Borrower and the Lender, to which reference is hereby made for a statement of the terms and conditions under which the loan evidenced hereby was made and is to be repaid. All terms which are capitalized and used herein (which are not otherwise specifically defined herein) and which are defined in the Loan Agreement shall be used in this Term Note as defined in the Loan Agreement.

The Borrower further promises to pay interest on the outstanding unpaid principal amount hereof, as provided in the Loan Agreement, from the date hereof until payment in full hereof at the per annum rate selected by the Borrower from time to time in accordance with the provisions of subsection 2.6 of the Loan Agreement.

If a payment hereunder becomes due and payable on a Saturday, Sunday, or legal holiday under the laws of the State of Illinois, the due date thereof shall be extended to the next succeeding Business Day, and interest shall be payable thereon during such extension at the rate specified above. Checks, drafts or similar items of payment received by the Lender shall not constitute payment, but credit therefor shall, solely for the purpose of computing interest earned by the Lender, be given as provided in the Loan Agreement. In no contingency or event whatsoever shall interest charged hereunder, however such interest may be characterized or computed, exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such a court determines that the Lender has received interest hereunder in excess of the highest rate applicable hereto, the Lender shall promptly refund such excess interest to the Borrower.

The Lender shall have the exclusive right to apply and to reapply any and all payments hereunder against the Obligations

of the Borrower, as defined in the Loan Agreement, in such manner as the Lender deems advisable.

The Borrower hereby waives demand, presentment, protest, notice of demand, presentment, protest and nonpayment. The Borrower also waives all rights to notice and hearing of any kind upon the occurrence of an Event of a Default prior to the exercise by the Lender of its rights to repossess the Collateral without judicial process or to replevy, attach or levy upon the Collateral without notice or hearing.

This Term Note has been delivered at and shall be deemed to have been made at Chicago, Illinois and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible each provision of this Term Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Term Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Term Note. Whenever in this Term Note reference is made to the Lender or the Borrower, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Term Note shall be binding upon and shall inure to the benefit of such successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Borrower.

ITEL RAIL CORPORATION

By: _____
Title: _____

WKG/048/D14/10-03-86

SUPPLEMENT TO LOAN AND SECURITY AGREEMENT

This Supplement (the "Supplement"), dated as of this ___ day of October, 1986, to that Loan and Security Agreement (the "Agreement") effective as of the date hereof by and between Itel Rail Corporation, a Delaware corporation with its principal place of business and chief executive office at 55 Francisco Street, San Francisco, California 94133 (the "Borrower"), and Heller Financial, Inc., a Delaware corporation with an office at 105 West Adams Street, Chicago, Illinois 60603 (the "Lender") (capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement):

WITNESSETH:

WHEREAS, the Agreement, other than as supplemented hereby, contemplates that 100% of the holders of the Equipment Trust Certificates shall have executed and delivered the Equipment Trust Certificate Exchange Agreement (the "Exchange Agreement"), dated as of July 30, 1986, by and among the Borrower, the Guarantor, the Trustee and such holders; and

WHEREAS, fewer than 100% of such holders have, as of the date hereof, executed and delivered such Exchange Agreement; and

WHEREAS, both the Borrower and the Lender desire that the Borrower grant to the Lender pursuant to the Agreement all right, title and interest to the Collateral (including the ETC Property as hereinafter defined) which the Borrower may now or hereafter be empowered or entitled to grant;

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lender to execute and deliver the Agreement, the parties hereby agree as follows; and in the case of any inconsistency between the terms of the Agreement and the terms hereof, the terms hereof shall govern and the Agreement shall be interpreted so as to conform to the terms hereof:

1. The Borrower hereby agrees to deliver or cause to be delivered to the Trustee the Equipment Trust Certificates described in Supplemental Exhibit A hereto (the "Heller ETCs"), and to direct the Trustee to register the Lender as the registered holder thereof pursuant to the power of attorney granted by the former holders of such Equipment Trust Certificates to the Borrower to designate the assignee of such Heller ETCs for assignment thereof pursuant to Section 1(a) of the Exchange Agreement.

2. The Lender shall hold such Heller ETCs as the registered holder thereof, and the Lender and the Borrower hereby agree that, with respect to such Heller ETCs:

(a) the Lender shall not sell, transfer or assign such Heller ETCs to any Person except with the Borrower's express

prior written consent, and each Certificate evidencing such Heller ETCs shall bear a legend to the effect that they may not be sold, transferred or assigned except with such consent;

(b) in the event any monies are paid by the Borrower pursuant to the terms of the Heller ETCs to the Trustee in respect of such Heller ETCs, including without limitation any payments on account of principal, interest, prepayment, redemption or otherwise, upon receipt thereof the Lender shall apply such payments to the Revolving Loan Obligations; provided, however, that (i) at any time when no Event of Default has occurred and is continuing, and there are no Revolving Loan Obligations outstanding, the Lender shall promptly remit to the Borrower all such monies so paid; and (ii) at any time when an Event of Default has occurred and is continuing the Lender may apply or reapply any such payments against any of the Obligations then due or declared due under the Loan Agreement; and

(c) in the event any monies are paid by the Borrower pursuant to the terms of the Heller ETCs to any Person (other than the Lender) in possession of certificates evidencing the Heller ETCs or to any person to whom the Lender transferred any rights with respect to the Heller ETCs, whether voluntarily paid or paid pursuant to the terms of an order of a court of competent jurisdiction, then such monies so paid will reduce the Obligations as follows: (i) to reduce any outstanding Obligation (other than a Revolving Loan Obligation or Term Loan Obligation) then due and unpaid; (ii) to reduce any Revolving Loan Obligation then unpaid and (iii) to reduce any Term Loan Obligations not yet due and payable. Notwithstanding any provision in this subparagraph to the contrary, no such payments to a holder of Heller ETCs shall be deemed to reduce the Obligations under the Loan Agreement, if such Heller ETCs were transferred by the Lender to another Person as a result of an order, judgment or decree of a court of competent jurisdiction; provided however that an amount equal to the consideration, if any, received by the Lender from such transferee shall be applied against the Obligations, or, if no Obligations are outstanding, shall be paid by the Lender to the Borrower.

3.(a) The Borrower agrees that it shall not, directly or indirectly, cause or permit the issuance of any trust certificates with respect to, or other interests in, the 1978 Series 2 Amended Trust or the 1978 Series 3 Amended Trust, except for the Minority ETCs and the Heller ETCs. The Borrower and the Lender agree that neither of them shall take any action or fail to take any action which has the effect of challenging or jeopardizing the Lender's rights to vote the Heller ETCs.

(b) The Borrower and the Lender agree that if the Borrower or any Affiliate hereafter individually becomes or

collectively become the owner of all the Minority ETCs, then such Persons shall immediately surrender the Minority ETCs, and the Lender shall also immediately surrender the Heller ETCs, to the Trustee, and the Lender and the Borrower and/or such Affiliate shall (i) execute, deliver and file any and all documents and take any and all actions necessary or appropriate to cause the Equipment Trust Agreement to be terminated and to cause title to the ETC Property to be vested in the Borrower, free and clear of all security interests, liens, pledges and encumbrances, except nonmaterial encumbrances permitted in accordance with clauses (1) and (ii) of Subsection 8.1 of the Agreement and a first and prior perfected lien and security interest in favor of the Lender.

(c) Notwithstanding anything contained in the previous paragraph, if at the time all the Minority ETCs are individually or collectively held or owned by the Borrower or any Affiliate, there exists a Default or an Event of Default, the Lender may, in its sole discretion by notice to the Borrower, elect that the Heller ETCs and Minority ETCs not be cancelled as provided herein.

4. The Agreement is hereby amended as hereinafter set forth in this Section 4, and until the termination of this Supplement in accordance with the provisions of Section 6 hereof, the Agreement shall be deemed to read as amended hereby. Upon the termination of this Supplement in accordance with the terms of Section 6 hereof, the amendments set forth in this Section 4 shall cease and be of no effect, and the Agreement shall, thereafter, be deemed to read as though unamended by this Supplement.

(a) The recital clause is hereby amended by replacing, in clause (i) thereof, the word "all" with the word "certain".

(b) The definition of "Current Liabilities" is hereby amended by adding at the end thereof, the words, "including without limitation, any amount payable by the Borrower within one year under the Equipment Trust Agreement to the Minority ETC Holder."

(c) The definition of "Event of Default" is hereby amended as follows:

(i) by adding, at the end of clause (j) thereof, the words "excluding Indebtedness owed to the Minority ETC Holder with respect to the Minority ETCs;"

(ii) by adding, at the end of clause (l) thereof, the words "or entry of an order, judgment or decree against the Borrower, the Lender or the Trustee which invalidates any material right granted to the Lender under the Financing Agreements with respect to the ETC Property or any material portion thereof, which order, judgment or decree is not stayed, vacated or dismissed within sixty (60) days after entry."

(d) The definition of "Indebtedness" is hereby amended by adding at the end of clause (a) thereof, the words "and obligations to the Minority ETC Holder."

(e) The definition of "Restructuring Agreements" is hereby amended by replacing the first part of clause (ii) thereof (through the words "Amended Trust Certificates for") with the following:

"(ii) all of the holders of the Borrower's Amended Trust Certificates, except for the Minority ETC Holder, will exchange such Amended Trust Certificates for (or, in the case of certain holders of the Borrower's Amended Trust Certificates 1978-2 and 1978-3, assign such Amended Trust Certificates in exchange for) such holders' prorata share of".

(f) The definition of "Rolling Stock" shall be amended to read in its entirety as follows:

"Rolling Stock" shall mean all railroad cars, trailers and other items of rolling stock, spare parts and other items of Inventory related thereto now owned or hereafter acquired by the Borrower, wherever located, including without limitation the ETC Rolling Stock, but excluding the Excluded Rolling Stock.

(g) Subsection 1.1 of the Agreement is hereby amended by inserting the following definitions in alphabetical order therein:

"ETC Leases" shall mean those operating leases and subleases with respect to the ETC Rolling Stock in which the Trustee now or hereafter has a security interest, including those leases and subleases identified on Supplemental Exhibit B, provided that such leases or subleases shall be deemed to be ETC Leases only to the extent that they relate to the use or lease of ETC Rolling Stock.

"ETC Property" shall mean all property now or hereafter subject to the 1978 Series 2 Amended Trust or the 1978 Series 3 Amended Trust, including but not limited to, ETC Leases, ETC Rolling Stock and any and all items of personal property related thereto including all rights or claims of the Trustee relating to any of the foregoing.

"ETC Rolling Stock" shall mean all Rolling Stock now or hereafter subject to the terms of the 1978 Series 2 Amended Trust or the 1978 Series 3 Amended Trust including the ETC Rolling Stock identified on Supplemental Exhibit B hereto.

"Minority ETCs" shall mean, collectively, the 1978 Series 2 Amended Equipment Trust Certificates and the 1978 Series 3 Amended Equipment Trust Certificates currently registered in the name of Pace & Co. and described in Supplemental Exhibit C or any Amended Equipment Trust Certificates issued in exchange for or in replacement of such certificates.

"Minority ETC Holder" shall mean Pace & Co. or any subsequent holder(s) of any of the Minority ETCs.

"Trust Certificate Purchase Agreement" shall mean the Trust Certificate Purchase Agreement of even date herewith between the Borrower and the Lender.

"1978 Series 2 Amended Trust" shall mean the 1978 Series 2 Amended ETC Series Trust subject to the Equipment Trust Agreement.

"1978 Series 3 Amended Trust" shall mean the 1978 Series 3 Amended ETC Series Trust subject to the Equipment Trust Agreement.

(h) Subsection 4.2(c) is hereby amended by adding to clause (i) thereof, after the words "Rolling Stock and other Inventory", the words "(other than the ETC Property)."

(i) Subsection 4.2(w) is hereby amended by adding, after the words "The holders of the Amended Trust Certificates," the words "(other than the Minority ETC Holder)," and, after the words "all of the Amended ETC Series Trusts," the words "(other than the 1978 Series 2 Amended Trust and the 1978 Series 3 Amended Trust)."

(j) Subsection 5.1 is hereby amended to read in its entirety as follows:

5.1 Security Interest. All of the Borrower's Obligations constitute one loan secured by the Lender's security interests in the Collateral and by all other security interests, liens, mortgages, claims and encumbrances now or from time to time hereafter created by the Borrower to the Lender. Borrower hereby sells, assigns, conveys, mortgages, pledges, hypothecates and transfers and hereby grants to the Lender a right of setoff against and a continuing lien upon and security interest in and to the following property and interests in property, whether now owned or hereafter acquired by the Borrower and wheresoever located: (i) Accounts (including without limitation all of the Borrower's rights with respect to Accounts relating to and arising out of ETC Rolling Stock); (ii) General Intangibles (including without limitation all of the Borrower's rights with respect to General Intangibles relating to ETC Rolling Stock, including

ETC Leases); (iii) Inventory (including without limitation Rolling Stock, including ETC Rolling Stock); (iv) Equipment; (v) Intellectual Property (including without limitation all of the Borrower's rights with respect to Intellectual Property relating to ETC Property); (vi) ETC Property; (vii) any right, title or interest in or to all ETC Property upon termination of the Equipment Trust Agreement or the Amended ETC Series Trust to which such ETC Property is subject; (viii) all of the Borrower's right, title and interest in and to all deposit accounts (general or special) with any financial institution with which the Borrower maintains deposits; (ix) all of the Borrower's now owned or hereafter acquired monies, and any and all other property and interests in property now owned or hereafter acquired by the Borrower and now or hereafter coming into the actual possession, custody or control of the Lender or any agent of the Lender; (x) all insurance policies relating to any of the foregoing, including without limitation business interruption insurance, if any; (xi) all of the Borrower's books and records relating to any of the foregoing; (xii) all accessions and additions to, substitutions for, and replacements and products of any of the foregoing; and (xiii) all cash collections from, and all other cash and non-cash proceeds of, any of the foregoing; provided, however, that, except as otherwise set forth on Exhibit 5.1 hereto, no grant of any security interest hereunder is intended and the Borrower does not convey or grant to the Lender any right, title or interest in or to (1) the Borrower's interest in any conditional sales agreement or capitalized lease relating to the Excluded Rolling Stock, (2) the Borrower's interest in any operating lease to the extent such lease relates to Excluded Rolling Stock, (3) any Account or General Intangible to the extent such Account or General Intangible relates to an item of Excluded Rolling Stock identified on Exhibit 1.1B hereto or to any hereafter acquired item of Excluded Rolling Stock with respect to which the Borrower is prohibited from granting to the Lender a security interest in such Account or General Intangible under the terms of the Borrower's financing with respect to such item of Excluded Rolling Stock, (4) capital stock in the Subsidiaries, (5) property in the possession of the Borrower which is not owned by the Borrower, and (6) Excluded Rolling Stock.

(k) Subsection 5.2 is hereby amended to read in its entirety as follows:

5.2 Preservation of Collateral and Perfection of Security Interests Therein. Prior to the execution of this Agreement, the Borrower shall have executed and delivered to the Lender, and at any time or times hereafter at the request of the Lender, the Borrower shall execute and deliver, all financing statements, security agreements, amendments thereto, or other documents (including, without limitation, any documents requested in the event of a termination of the

Equipment Trust Agreement or any Amended ETC Series Trust or any acquisition by the Borrower of rights or property constituting ETC Property) and pay the cost of filing or recording the same in all public offices deemed necessary by the Lender, as the Lender may request, in a form satisfactory to the Lender, to perfect and maintain the security interests in the Collateral granted by the Borrower to the Lender or to otherwise protect and preserve the Collateral and the Lender's security interests therein or to enforce the Lender's security interests in the Collateral. Should the Borrower fail to do so, the Lender is authorized to sign any such financing statements or other documents as the Borrower's agent. The Borrower further agrees that a carbon, photocopy or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. The Borrower shall make appropriate entries upon its books and records disclosing the Lender's liens and security interests in the Collateral. The Borrower shall not remark any item of Rolling Stock with new or different identification numbers or otherwise alter any item of Rolling Stock in a manner such that the description of such item of Rolling Stock contained in the Security Agreement, any lease assignment or any other financing statement or security agreement would become inaccurate, except for remarking performed in the ordinary and regular course of the Borrower's business; provided that with respect to remarking performed in the ordinary and regular course of the Borrower's business, the Borrower shall identify to the Lender in the format of the Borrower's regular records those items of Rolling Stock which have been remarked together with the new identification numbers for such items of Rolling Stock on a monthly basis upon the Borrower's obtaining knowledge of the foregoing, but in no event later than the date which is substantially contemporaneous with the completion of the remarking of any distinct group of Rolling Stock, and the Borrower shall cause the Security Agreement, any lease assignment and any other financing statement or security agreement affected thereby to be amended to reflect such remarking at such times as may be reasonably requested by the Lender.

(1) Subsection 6.5 is hereby amended to read in its entirety as follows:

6.5 Collateral. (a) Attached hereto as Exhibit 6.5-A is a list of railroad cars and trailers that were owned by the Borrower or held subject to the Equipment Trust Agreement (collectively, the "Existing Rolling Stock") as of July 30, 1986. All of the items of ETC Rolling Stock as of July 30, 1986 (which constitute a part of the Existing Rolling Stock) are listed in Supplemental Exhibit B hereto. There have been no material increases or decreases in the numbers of Existing Rolling Stock (including items of Rolling Stock constituting ETC Rolling Stock) since July 30, 1986. The Borrower has good and merchantable title to the Existing Rolling Stock

free and clear of all security interests, liens, pledges, and encumbrances, except nonmaterial encumbrances permitted in accordance with clauses (i) and (ii) of subsection 8.1; liens or security interests in favor of the Lender; the operating leases and subleases listed on Schedule 6.5-B hereto, and the security interest of the Trustee under the Equipment Trust Agreement with respect to the ETC Rolling Stock listed on Supplemental Exhibit B. Alternatively, if the Trustee is deemed to be the owner of the ETC Rolling Stock under the terms of the Equipment Trust Agreement, the Borrower represents and warrants to the Lender that the Trustee owns the ETC Rolling Stock free and clear of all security interests, liens, pledges, and encumbrances, except nonmaterial encumbrances permitted in accordance with clauses (i) and (ii) of subsection 8.1 of the Agreement; liens or security interests in favor of the Lender; those operating leases described in Supplemental Exhibit B which relate to the ETC Rolling Stock; and the rights and interests of the Borrower under the Equipment Trust Agreement.

(b) The Borrower has no interest in railroad cars or trailers or other rolling stock other than the Existing Rolling Stock set forth in Schedule 6.5-A hereto, and the Excluded Rolling Stock (which includes the railcars constituting Excluded Rolling Stock listed in Exhibit 1.1B hereto), all of which Excluded Rolling Stock is subject to purchase money, leveraged lease or other similar financing arrangements with other lenders.

(c) Attached hereto as Schedule 6.5-B is a list of all operating leases or subleases to which the Rolling Stock is subject (the "Leases"). All of the Leases have been assigned to the Lender to the extent that such Leases relate to Existing Rolling Stock, except as identified on Schedule 6.5-B. There are no operating leases or subleases with respect to the Existing Rolling Stock which have not been assigned to the Lender, except as identified on Schedule 6.5-B. The Borrower's interest in the Leases is free and clear of all security interests, liens, pledges, charges, claims encumbrances or assignments, except (i) the security interests of the Lender; (ii) partial assignments thereof to other creditors to the extent that Excluded Rolling Stock in which such other creditors have an interest is subject to any such Lease (as amended or replaced from time to time); and (iii) the security interest of the Trustee in the existing ETC Leases listed on Supplemental Exhibit B (as amended or replaced from time to time) to the extent that such leases relate to ETC Rolling Stock.

(d) All of the Borrower's Accounts arising from the sale or lease of Existing Rolling Stock or the rendering of services by the Borrower are owned by the Borrower free and clear of all security interests, liens, pledges, encumbrances or assignments ("Included Accounts"), except that Accounts

arising from the sale or lease of Excluded Rolling Stock are or may be subject to security interests (whether perfected or unperfected) in favor of creditors who hold security interests in or title to the Excluded Rolling Stock ("Excluded Accounts") and the Lender's security interest in Accounts arising from the sale or lease of ETC Rolling Stock may be junior to a security interest therein (whether perfected or unperfected) in favor of the Trustee ("Junior Accounts"). Other than the Included Accounts, Excluded Accounts and Junior Accounts, the Borrower has no material Accounts.

(e) All of the Collateral (other than the Existing Rolling Stock, the Leases and Accounts treated in the preceding paragraphs of this subsection 6.5) is owned by the Borrower free and clear of all recorded security interests, liens or encumbrances, based on the search results attached hereto as Schedule 6.5-C.

(f) Except for the ETC Property which is subject to the interest of the Trustee pursuant to the Equipment Trust Agreement, the Indebtedness listed on Exhibit 6.15 is secured only by assets other than Collateral and the creditors' recourse with respect thereto is as set forth on Exhibit 6.15.

(m) Subsection 6.10 is hereby amended by adding to the end of the first sentence of such subsection the words "and except Indebtedness evidenced by the Minority ETC's and the Heller ETC's."

(n) Subsection 6.29 as set forth below is hereby added:

"6.29 Heller ETCs. The principal amount of the Heller ETCs is equal to or greater than two-thirds of the aggregate principal amount of the Equipment Trust Certificates outstanding with respect to each of the 1978 Series 2 Amended Trust and the 1978 Series 3 Amended Trust, after giving effect to the instructions referred to in Section 5(b) of the Supplement. After giving effect to those instructions, the only Equipment Trust Certificates outstanding will be the Heller ETCs and the Minority ETCs. The Lender will acquire its interest in the Heller ETCs free of liens, security interests and adverse claims."

5. In addition to those conditions set forth in Section 4 of the Agreement, the making of the initial advance of funds under the Revolving Loan and funding of the Term Loan shall be subject to the satisfaction of the following conditions:

(a) The Trustee shall have executed and delivered to the Lender the following documents:

(i) a security agreement, dated of even date herewith, between the Trustee and the Lender, satisfactory in form and substance to the Lender wherein the Trustee shall grant to the Lender a security interest in the ETC Rolling Stock, contingent upon the vote of the requisite percentage of holders of Equipment Trust Certificates (the "Trustee Security Agreement");

(ii) a certificate of the Trustee, certifying that in the event that certain Equipment Trust Certificate holders transfer their Equipment Trust Certificates to the Lender in accordance with the provisions of the Equipment Trust Agreement, the Trustee will recognize the Lender as a registered holder of such Equipment Trust Certificates with full voting rights with respect thereto.

(iii) a copy of a letter to Equipment Trust Certificate holders, to be sent to registered holders of Equipment Trust Certificates immediately subsequent to the registration of the Lender as a holder in accordance with the preceding paragraph, wherein the Trustee shall request the vote of such holders with respect to (A) the amendment of the Equipment Trust Agreement to provide that the following shall constitute an Event of Default under the Equipment Trust Agreement: "The Borrower shall default in any payment of the Obligations (as defined in the Loan and Security Agreement, dated as of September 30, 1986 between Heller Financial, Inc. and Rail (the "Loan Agreement")) beyond any period of grace provided with respect thereto, or shall default in the performance of any other agreement, term or condition contained in the Loan Agreement, and the effect of such default, if it occurs prior to the stated maturity or scheduled date for the payment of the Obligations, is to cause the Obligations to become due prior to the stated maturity or scheduled date for payment thereof;" and (B) the grant by the Trustee to the Lender of a security interest in the ETC Rolling Stock; and

(b) The Borrower shall have executed irrevocable instructions to the Trustee to cancel all outstanding Equipment Trust Certificates delivered to the Trustee, except the Minority ETCs and the Heller ETCs.

6. This Supplement shall terminate upon the earlier of (a) the termination of the Equipment Trust Agreement and the liens and security interests in the ETC Property in favor of the Lender having become first and prior perfected liens and security interests subject only to nonmaterial encumbrances permitted in accordance with clauses (i) and (ii) of subsection 8.1 of the Agreement, or (b) the full and final payment of all of the Obligations. Immediately and automatically upon such termination, this Supplement shall cease and be of no effect, and the Agreement

shall be unaffected hereby, except that the representations and warranties made in the Agreement on and as of the Closing Date thereof shall be deemed to have been made as supplemented hereby; provided, however, that the obligation to perform any actions required of either of the parties hereto following the termination hereof shall survive such termination.

7. The Borrower shall indemnify and hold harmless the Lender from and against all damages, claims, expenses and costs arising from claims by present or former Equipment Trust Certificate holders or from indemnification claims by the Trustee, arising in connection with the Financing Agreements or the transactions contemplated thereby, except that the Borrower's obligations hereunder shall not constitute an obligation to reimburse the Lender for the purchase price of the Minority ETCs.

The obligations of the Borrower under this Section 7 shall terminate in accordance with Section 6 above, except as to claims then pending or threatened.

8. Neither the Equipment Trust Agreement nor the Lender's status as the holder of the Heller ETCs shall be deemed to amend or modify the Agreement or any of the rights or obligations of the parties thereto.

9. (a) If a suit or action shall be filed alleging that this Supplement, the Heller ETCs or the Trustee's Security Agreement, or any act taken or which can be taken pursuant to or under any of the foregoing, entitle the Minority ETCs to be accelerated (and the Borrower shall have been unable to obtain the consent of the Former ETC Holders (as hereinafter defined) within ninety (90) days after the filing of such suit or action to resolve such suit or action) or entitle the holders of Equipment Trust Certificates exchanged pursuant to the Exchange Agreement (the "Former ETC Holders") to recover an amount greater than the then applicable prepayment fee under subsection 2.8(b)(i) of the Agreement, the Borrower may, upon not less than fifteen (15) days prior written notice to the Lender and provision to the Lender of copies of such suit or action, prepay the Obligations under the Agreement without premium or penalty under subsection 2.8(b)(i) of the Agreement.

(b) If an order, judgment or decree of the type described in Section 4(c)(ii) of this Supplement shall be entered and the Lender shall not have prospectively waived its right to declare an Event of Default with respect thereto within fifteen (15) days after obtaining notice thereof, the Borrower may prepay the Obligations under the Loan Agreement without premium or penalty under Subsection 2.8(b)(i) of the Agreement at any time before the date which is sixty (60) days following the date such order, judgment or decree was entered.

IN WITNESS WHEREOF, this Supplement has been duly
executed as of the day and year first above written.

HELLER FINANCIAL, INC.

ITEL RAIL CORPORATION

By: _____

By: _____

Title: _____

Title: _____

DGC/146/D.5/10:06:86